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The Solicitors' Journal

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Current Topics.

Viscount Hailsham.

ALL HIS friends in the legal profession and beyond it will welcome the announcement in the list of Birthday Honours that the Lord Chancellor has been promoted to the dignity of a Viscount. Time was, and not so long ago, when this title was rarely held by a Lord Chancellor, although several reached the still higher status of Earl—ELDON—and after a long interval—SELBORNE, CAIRNS, HALSBURY, LOREBURN and BIRKENHEAD are instances—but most of the occupants of the woolsack in the old days were content with the dignity of a Baron. In more recent years the title of Viscount has been revived for holders of this office; we had Viscount FINLAY and Viscount CAVE, and now we have Viscount HAILSHAM, who, as such, when he leaves office as a result of the general election, will continue to take part in the judicial work of the House of Lords and Judicial Committee of the Privy Council, in which he will find abundant scope for his energy.

A Programme for the Government.

Mr. BALDWIN'S resignation having now been handed in, Mr. MACDONALD is left to form a Government—which, however, supported by a minority of the House, cannot carry any legislation to which the other parties object, save by mutual bargain and sale, which does not appear a likely arrangement. In the circumstances, might we suggest that the Government could usefully occupy all the period during which it can last, and even longer, in scrapping ancient and moth-eaten statutes, and replacing them with new ones? If the three political leaders chose to combine together, and consulted the representative bodies of the profession, a course of legislation could be mapped out for them which would keep them busy (it would be disrespectful to add, and out of mischief) for many sessions. In fact, any of our readers could supply a programme from our own columns. Betting Acts and Gaming Acts, of course, of HENRY VIII and all sovereigns from WILLIAM III onwards, divorce laws, as to which the recommendations of a Royal Commission have been ignored for nearly twenty years, Lunacy Acts which result in the confinement of sane people, the motor speed limit, the law which forbids boxing contests as at present staged, and even the old Vagrancy Act, which excites the wrath of Sir CONAN DOYLE and the Spiritualists—all need Parliamentary attention, but none obtain it, for none can be handled in a popular way to attract votes. If the three leaders made themselves jointly responsible for non-political reform, any consequent unpopularity would be equally shared, and therefore neutralised. For another out of many examples, the law of landlord and tenant needs, at least, consolidation; "Chitty's Statutes" leads off with 51 Hen. III, 52 Hen. III, 3 Edw. I, 13 Edw. I, and 28 Edw. I, before coming to the comparatively recent 32 Hen. VIII, and there is certainly room for simplification of the laws relating to local government and income tax.

The Transitional Provisions Again.

THE DECISION of CLAUSON, J., in *Re Price*, W.N. [1929] 142, may perhaps be clearer on a fuller report, but as it stands it is somewhat difficult to follow. In the will under consideration, freeholds were devised by the testator to his sister J for her life, with remainder to his sisters E and M as tenants in common, and to the survivor, and after the decease of the three sisters he directed a sale and division of the proceeds. J was appointed sole executrix. No trustees for effecting the sale were appointed. The testator died in 1921, and J in 1924. On the authority of *Re Jackson's S.E.* [1902] 1 Ch. 258, which is not cited in the report, J would appear to have been a trustee for sale for the purposes of the S.L.A., 1882 to 1890. There was evidence that she assented to the devise to the present life tenants, which, in the normal case, would be assent in favour of the reversioners to them also, as in *Wise* v. *Whitburn* [1924] 1 Ch. 460, and cases there cited; but there was no devise in remainder, and the judge held that the legal estate in reversion continued to be vested in J. J appointed M as her executrix, who in 1925 appointed C.W.P. as trustee of the will, with the usual vesting declaration. The judge held that, since he had a future trust for sale, he was trustee for the purposes of the S.L.A., 1882 to 1890, under the S.L.A., 1890, s. 16 (ii). This being the position on 31st December, 1925, he also held that the case fell on 1st January, 1926, under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3). He further held, however, that, since there was only one trustee, there were no trustees of the settlement in whom the land could vest under that sub-paragraph. The words of the Act are that it shall vest "in the trustees (if any) of the settlement as joint tenants upon the statutory trusts." Clearly, if the words had been "as joint tenants (if more than one) upon," etc., the property would have vested in C.W.P.—who, of course, would have had to appoint a co-trustee for sale. In effect, the judge appears to have held that the words "as joint tenants" excluded the operation of the Interpretation Act, 1889, s. 1 (1) (*b*) (as to plurals including singulars, and *vice versa*). This decision appears to be the less convenient, and perhaps the less easily acceptable, of the two open to choice. It may be noted that the words "as joint tenants" do not appear in para. 1 (1), so the judgment presumably does not affect that sub-paragraph—in respect of which the exclusion of s. 1 (1) (*b*) of the Interpretation Act, 1889, would be extremely inconvenient. From the report it would appear that the learned judge expressed the view that the difficulty would be surmounted by the appointment by C.W.P. of a co-trustee of the settlement, bringing in the operation of clause (iv) of the proviso to para. 1 (3), and divesting the Public Trustee of the estate

taken by him under clause (i). It would, however, be better to wait for the full report, as that view may be open to some question.

Appeals in Matters of Practice and Procedure.

By Ord. 54, r. 23, in the King's Bench Division, appeals from a decision of a judge at chambers lie to a Divisional Court "except in matters of practice and procedure" which, by s. 31, sub-s. (3) of the Judicature Act, 1925 (reproducing s. 1, sub-s. (4) of the Judicature Act, 1894), go direct to the Court of Appeal. What are "matters of practice and procedure" is a problem which has given no little trouble to solve; and last week, when the question came again before the Court of Appeal in *Simbro Trading Co. Ltd.* v. *Poso-graph (Parent) Corporation Ltd.* (unreported), Lord Justice Scrutton, after considering a line of authorities, several of which were conflicting, declared that he could not regard the condition of things as creditable to English jurisprudence. With this view no one will venture to disagree. Indeed questions of this nature, and many of those also which turn on whether an appeal is interlocutory or final, might well be the subject of further consideration by the rule-making authorities. If anything should be clear beyond reasonable doubt, it ought to be as to the tribunal to which the litigant disappointed in one court is entitled to carry his appeal, when his appeal must be entered to be effective, and what notice must be given to his opponent. Only the first of these points had to be considered in the case before the Court of Appeal, and then it was made clear that where there has been a submission to arbitration any appeal from an order of the judge in chambers is in a matter of practice and procedure and therefore lies to the Court of Appeal and not to the Divisional Court. Adopting the view expressed by Lord Justice Vaughan Williams in *In re Colman and Watson* [1908] 1 K.B. 47, the court held that as s. 1 of the Arbitration Act, 1889, provides that "a submission . . . shall have the same effect in all respects as if it had been made an order of court," it followed that applications in court as to a submission must be treated as matters of practice and procedure in the High Court. The result may be satisfactory, but it is arrived at by a somewhat circuitous route; and the rules on the subject might well be clarified and put on a more intelligible basis.

Leases under the Landlord and Tenant Act, 1927.

A note as to the general working of the above Act, and as to the first two cases reported under it will be found *ante*, p. 184. A third case to reach the High Court may now be added in *Stumbles* v. *Whitley* (73 Sol. J. 367), on appeal from the County Court Judge at Kingsbridge, Devon. The appeal concerned the granting of a new lease, but whether under s. 2 (1) (*d*), 4 (1) (*b*), or 5 (2) does not appear from the unofficial reports. It seems, however, the point arose under s. 5 (2), for ss. 2 (1) (*d*) and 4 (1) (*b*) authorise renewals only, the rent and term being the only factors for decision. Under s. 5 (2), the tribunal may order the grant of a new tenancy for such period (being a term of years absolute) not exceeding fourteen years, and on such terms as it may think proper. In sub-s. (1) the phrase "a new lease of the premises" is used instead of tenancy. The premises in question were let and used for an hotel, and included in the lease was the right of fishing in an adjacent lake. Evidence was given that this right attracted visitors, and so increased the goodwill. The county court judge held that he had no jurisdiction to include the right of fishing in the new lease, but the Divisional Court (Swift and Acton, JJ.) over-ruled him. This decision may be regarded as one of common sense, and calculated to effect the intention of Parliament. A lease without an indispensable right of way or other easement might be practically valueless, and, although a right of fishing is a profit *à prendre*, and not an easement, it would certainly be regarded by an ordinary tenant as part of the premises demised. For hotels obviously rights of recreation, whether by way of easement or profit *à prendre*, are extremely important, and if the demise included bathing huts, which might be the case at the seaside, the absence of the right to bathe might wreck the business. In *Lethbridge* v. *Lethbridge* (1862) 4 De G. F. & J. 35, the word "premises" in the phrase "mansion house and premises" in a will was construed to mean premises in immediate connexion with the mansion, and without the occupation of which the mansion could not be conveniently occupied and enjoyed. Probably the premises in a lease include all rights comprised in a lease, in accordance with the present judgment. For a case in which a new lease could not (under a covenant for renewal) be granted with the exact advantages of the old, see *A.-G. for Straits Settlement* v. *Wemyss* (1888) 13 A.C. 192.

Larceny between Spouses.

The case shortly reported in our last on p. 351, *ante*, of a husband snatching a bag from his wife, may be worth a comment, not only as to the remarkable condition of probation, namely, a veto on communicating with the wife for twelve months, but also for the point of law involved in the decision. The old rule was, of course, that neither husband nor wife could steal from each other as a criminal offence: see *R.* v. *Kenny* (1877), 2 Q.B.D. 307. This rule, however, was altered by ss. 12 and 16 of the Married Women's Property Act, 1882, and the offence of stealing from a spouse in certain circumstances, created by those sections, is practically repeated by s. 36 of the Larceny Act, 1916, though the former sections were not repealed by that Act. In *R.* v. *Creamer* [1919] 1 K.B. 364, an important decision under s. 36, *supra*, it was held that a husband and wife did not cease to be living together within the section merely because the husband was temporarily absent from the joint home on military service abroad, the test of the matter, according to the judgment of the court (Darling, Avory, Lush, Shearman and Sankey, JJ.) being whether the consortium had determined or otherwise. In the case on p. 351 there was no agreement to live apart. In *Eadie* v. *I.R. Commissioners* [1924] 2 K.B. 198, which was an income-tax case, on which a similar issue depended, there was a deed in a somewhat unusual form, which provided for a voluntary separation, and the judge found that such a separation existed. In the present case the wife had left the husband, stating that he was "irresponsible and unreliable," but it did not appear that the husband acquiesced in her departure. The decision can therefore only be supported on the implied finding, not only that the wife was justified in leaving her husband, but that she was also justified in remaining away from him. The condition imposed seems a severe one, for it would prevent the husband writing to the wife and saying he was sorry; possibly, however, the court would give him leave to do that. An offence can be committed under the above sections if a spouse steals from a spouse when about to leave or desert the latter, and this phrase received a generous construction in *R.* v. *King* [1914] W.N. 63.

A Stitch in Time.

Tenants of furnished premises who feel constrained by the undesirable presence of vermin or insects to break their agreement and quit would be well advised to assure themselves that the uninvited visitors are really sufficiently numerous to justify the intended breach of agreement. It is, of course, entirely a question of degree, but judicial opinion in recent cases appears to have required clear reliable evidence of substantial numbers and has refused to tolerate any half-hearted invasions. In *Espir* v. *Millward*, 73 Sol. J. 158, it was alleged that a furnished house at Hampstead, N.W., was infested by a colony of rats. That description proved to be a gross exaggeration when viewed in the light of the results obtained by a professional rat-catcher, and Mr. Justice Branson said that the evidence with regard to the rats was ridiculous, and that there was no justification for leaving the house and throwing up the agreement on that ground. In *D'Arcy* v. *Regal Cinema, Ltd.*, *Times*, 19th March, however,

it was definitely established that large numbers of cockroaches entered the plaintiff's flat at Marble Arch from the premises below, which had been used as a restaurant, and the plaintiff recovered damages. The most recent case of this nature was *Quirk* v. *Moseley*, before Mr. Justice ROCHE on the 28th and 29th May. There the plaintiff claimed rent in respect of a furnished flat let to the defendant, and which the defendant quitted on the ground that there were numbers of beetles in it. The evidence established that there were beetles, but Mr. Justice ROCHE said that he was satisfied that there was not a great quantity, and not enough to justify the defendant in breaking her contract. Be they rats, cockroaches or beetles, therefore, be sure that they are numerous, and to consolidate the position invite your friends to see them; it seems absurd to leave the matter in doubt when the case is before the court!

Not Pride of Possession.

IT IS not perhaps generally known that a registered chemist is required by statute to exhibit conspicuously on his premises his certificate of qualification. Section 3, sub-s. (1) of the Poisons and Pharmacy Act, 1908, provides that: "Any person who, being a duly registered pharmaceutical chemist . . . carries on the business of pharmaceutical chemist . . . shall, . . . unless the name and certificate of qualification of the person by whom the business is so conducted . . . is conspicuously exhibited in the premises, be guilty of an offence under section 15 of the Pharmacy Act, 1868." Section 15 of the latter Act provides for a penalty of £5. What must be a comparatively rare proceeding was instituted under these statutes by the Council of the Pharmaceutical Society of Great Britain against a Walthamstow, E., chemist, who had failed to comply with the statutes by not exhibiting his certificate. The matter was heard at Bow County Court on the 29th May, before Judge OWEN THOMPSON, K.C., who found the omission proved and imposed the penalty of £5, with costs. In confessing that he had often wondered what made chemists exhibit the Society's certificate, his honour was no doubt giving expression to what must have frequently exercised the minds of many people, who like him, have probably thought that it was a matter of pride. To penalise a man for not broadcasting his qualifications may at first sight seem somewhat harsh, but it becomes perfectly justifiable on the grounds of public policy by ensuring the services of a properly qualified man.

Child Criminals.

THE ENGLISH rule of law that a child of under seven years of age is *doli incapax* works so well, and is so sensible, that we have never heard it questioned. What are we to make of the case of CARL MAHAN, aged six and a half, who has been convicted at Paintsville, Kentucky, of the manslaughter of a playmate, aged eight, by shooting him after a quarrel and who has been sentenced to committal to a State Reform School till he attains the age of twenty-one? The astonishing part of the business, apart from the precocity of the young criminal, is that, according to the report, the laws of Kentucky do not hold a child under ten years of age responsible in such a case, but the defence demanded a trial by jury. The jury, having been convinced that the boy knew what he was doing, and convicted him, the defence is now said to be considering an appeal; and, meantime, the boy remains at home. The whole case shows how utterly different American childhood and American procedure are from our own. Those who would import into our English method of dealing with delinquent children the juvenile court system of the United States, ready-made—or, perhaps, one ought to say the system of any of the States—might pause to consider how far they would be applicable. American literature on the subject of youthful delinquency, of which literature there is an abundance, reveals the American child as far more precocious, highly-strung, and likely to lapse into crime, than an English child of the same age.

Criminal Law and Police Court Practice.

PSYCHOLOGY AND CRIME.—Doctors and lawyers often find themselves in sharp disagreement when discussing, either in the courts or in debate, questions of responsibility for crime and the various defences supported by medical evidence such as insanity, irresistible impulse, kleptomania or automatism. The Macnaughton Rules have never satisfied the medical profession, and the legal profession does not take kindly to the pretensions of the psychologist. But the psychologist is making gradual headway. In 1923 Lord Justice ATKIN'S Committee recommended legislation recognising the defence of irresistible impulse, and, though it is true that the majority of the judges advised to the contrary, there have been cases in which it has been tacitly allowed as a defence. Kleptomania, although the word itself is repugnant to judges and magistrates, not infrequently succeeds as a defence. The medical men have established so clearly that the *sequelæ* of encephalitis lethargica may lead to crime and misconduct generally that the courts are quick to excuse offenders who are proved to have suffered from the disease, and to see that measures are taken for their future care and welfare, instead of inflicting punishment. This is largely due to the fact that the medical profession is united in its views on the subject and because the existence of the disease can be definitely established.

It is otherwise with mental conditions exhibiting no physical symptoms and perhaps not discovered until the emergency arises of a criminal trial. The lawyer remains somewhat sceptical of a defence which he finds himself unable to put to any satisfactory test. At the Old Bailey last week the defence proffered on behalf of a man who pleaded guilty of forgery and false pretences was that he had a dual personality. A physician for mental disorders said the prisoner was "obviously neurotic. His mind was pretty badly dissociated, which, in its higher degree, was known as dual personality. Little bits of the mind split off."

The Recorder (Sir ERNEST WILD, K.C.): "Which was the bit that forged the cheques? Is it a case of Dr. Jekyll and Mr. Hyde?"

The Doctor: "I do not think STEVENSON was a medical man, but it goes near it."

The senior medical officer of Brixton Prison said that the story as to having a dual personality did not convince him.

In sentencing the accused to three years' penal servitude, the Recorder said that he could not help it if the man's mind was in two bits or half a dozen bits. He had to deal with that bit that offended against the law.

Here the two medical witnesses, both men of experience and reputation, disagreed; and it was natural that the judge should feel that he could not accept this rather novel defence. Most people are themselves conscious of a dual personality in the sense of having good and bad impulses, a good and a bad nature constantly warring against each other. The mental expert no doubt meant something more than this when he referred to a mind "pretty badly dissociated," but a defence of this kind, if it is to succeed, must be explained so that others than psychologists can understand it and can put it to the test in order to see whether the defendant is subject to any disabilities different from those of the rest of us who have to deal as best we can with those "bits of the mind" that would lead us astray.

ENGLISH CRIMINAL PROCEDURE IN GERMANY.—We understand that the English system of cross-examining witnesses in criminal proceedings is to be adopted for the first time in German law courts. This will be awaited with great interest by members of the legal profession in this country as well as in Germany.

Agents for Foreign Principals.

THE earliest mention which the writer has been able to trace of the personal liability of an agent for a principal who is abroad is in the case of *Gonzales* v. *Sladen*, decided in 1702, a short note of which appears in Buller's "*Nisi Prius*" (p. 129A), thus: "Where a factor for one beyond seas buys or sells goods for the person to whom he is factor an action will lie against him or for him in his own name; for the credit will be presumed to be given to him in the first case and in the last the promise will be presumed to be made to him and the rather so as it is so much for the benefit of trade."

It is, however, obvious that the complexities of modern commercial methods were not envisaged when the case above quoted was decided in the year 1702, and the broad principle above stated requires very substantial modification in the light of the more modern cases.

In the first place it must not be supposed that the presumption embodies an absolute rule of law in the nature of an estoppel. SANKEY, J., in the case of *Harper & Sons* v. *Keller, Bryant & Co.* (1915), 84 L.J. K.B. 1698, speaking of the so-called presumption of personal liability, says: "The rule is one of evidence rather than of law, and the question to be determined is one of fact, and is rightly left to the jury."

We find, however, most often quoted the words of BLACKBURN, J., in the case of *Armstrong* v. *Stokes* (1872), L. R. 7, Q.B. 598: "The great inconvenience which would result if there were privity of contract established between the foreign constituents of a commission merchant and the home suppliers of the goods has led to a course of business in consequence of which it has been long settled that a foreign constituent does not give the commission merchant any authority to pledge his credit to those from whom the commissioner buys them by his order and on his account. It is true that this was originally (and in strictness perhaps still is) a question of fact." He then points out that the inconvenience of holding that privity of contract was established generally between English import and export merchants and their suppliers or buyers abroad "is so obvious and so well known that we are justified in treating it as a matter of law, and saying that in the absence of evidence of an express authority to that effect the commission agent cannot pledge his foreign constituent's credit."

Since the case of *Miller, Gibb & Co.* v. *Smith & Tyrer Ltd.* [1917] 1 K.B. 141, however, considerable doubt has been felt as to the so-called presumption of the agent's liability. In that case BRAY, J., stated: "In my opinion the true view is, whether the foreign principal is a buyer or a seller, that the facts that the principal is a foreigner and that the agent has not disclosed his name are, as COLERIDGE, J., said in *Lennard* v. *Robinson*, circumstances to be considered and when the facts are doubtful, or in the case of a verbal contract in dispute, or when there is a written contract the terms of which are ambiguous, they are of some importance, but when there is a written contract the terms of which are unambiguous they are of no importance, and it is not true to say that there is a presumption of fact or law that the agent for the foreign principal is personally liable."

A careful scrutiny of the decisions shows that with the exception of such cases as *Lennard* v. *Robinson* and *Paice* v. *Walker*, which are now definitely discredited and over-ruled, there is no reported case in which an agent has been held personally liable on the direct ground that the so-called presumption or usage was applicable. In vain may we search for a clear case establishing the principle, although the *obiter dicta* referring to the rule are numerous. The fact is that, in spite of the mass of cases where the principal has been disclosed and in which the presumption has been pleaded, the rule applies only to cases where there is an *undisclosed* principal. The writer has formed the definite view that the true basis of the rule has generally (and particularly in the more modern cases) been lost sight of or misunderstood, and the text-book writers appear also to have been led astray. Halsbury's Laws of England, vol. I, Title "Agency" (p. 220) contains the statement following:—"An agent who makes a contract on behalf of a foreign principal is personally liable on the contract *although he discloses the name of the principal*, unless the terms of the contract are inconsistent with his liability." The case of *Hutton* v. *Bulloch* (1874), 9 Q.B. 572, is cited as an authority for this proposition. With all deference, however, the writer ventures to state that in his view that case is no authority for the proposition enunciated above. The facts of the case were as follows. H. F. & Co. were London merchants, and the defendant was one of the partners of a firm carrying on business at Rangoon. Goods were supplied by the plaintiffs to H. F. and Co. on their order, given in consequence of an arrangement with the foreign principals. The official report makes it clear that the plaintiff knew nothing of the defendants or of their interest in the purchases until after the goods were supplied. The defendants were sued as *undisclosed* principals. It was held that they were not liable. Some stress was laid upon the dicta in *Armstrong* v. *Stokes*, *supra*. BRETT, J., said that the question was whether the defendant authorised H. F. & Co. to bind him. He proceeds: "He did not intend to authorise them to bind him to the contract, and did not so express himself, and he did not order them to do acts which in the ordinary course would bind him to the contract. And why? Because he, BULLOCH, was a foreign merchant abroad dealing in England through an English correspondent or agent here. In such cases it is now settled that it is not in ordinary course for the foreign merchant to authorise the English merchant *to bind him to the English contract.*"

These concluding words are of real significance. The fact is that the usage is one by which the principal cannot intervene as an undisclosed principal and cannot accordingly be sued in that capacity. It is surprising that in most of the decided cases the issue has been confused by this important fact being overlooked. When considering whether the English agent is personally liable upon a contract, the question which we must determine (if the words of the contract are ambiguous or if, in the case of a verbal contract, the terms are not definitely admitted), is whether the intention was to create privity of contract between the foreign principal and the person with whom the agent has made the contract. The surrounding circumstances and the facts known to the person with whom the agent has dealt must be considered in this connexion.

The presumption or rule is in truth not a presumption under which an agent is personally liable, but is a rule under which the principal is deemed incapable of suing or being sued on the contract, and this on the ground that he is considered not to have authorised the agent to establish privity of contract between himself and the merchant with whom his agent has chosen to contract, the principal knowing probably as little of the merchant with whom the agent contracts as the merchant knows of the principal. In such cases it is not unreasonable that the foreign principal should be exempted from liability. On the other hand, the agent, if held personally liable, has had the opportunity of satisfying himself as to the financial stability of the foreign trader for whom he has ordered or sold goods or entered into other obligations.

We have found that *Hutton* v. *Bulloch* is certainly not an authority for the proposition that an agent contracting for a disclosed principal who is abroad is personally liable. In what cases, then, will the agent be liable? This problem was one which gave the writer much trouble. Of *obiter dicta* there was no dearth, but apart from decisions since overruled, the cases establish more definitely the circumstances in which the agent will escape personal liability rather than those in which he will be liable.

After much research, however, there came to light two cases, one an English case, *Maspons y Hermano* v. *Mildred Goyeneche & Co.*, 9 Q.B. 530, decided in the year 1882, and

apparently since forgotten, for in none of the leading cases upon the subject do we find it mentioned. In that case the defendants, an English firm, traded with Demestre & Co., Spanish agents at Havannah. The plaintiffs were Spanish merchants trading in Havannah. The defendants knew Demestre & Co. and had dealings with them, but although the plaintiffs knew who the defendants were, the defendants knew nothing of the plaintiffs. They merely knew that Demestre & Co. were acting for a third party, whose name was not disclosed. The plaintiffs arranged with Demestre and Co. to forward to the defendants for sale a cargo of tobacco. Demestre & Co. chartered a ship in their own name. The ship was lost, the defendants having effected a policy for the benefit of all parties concerned. Demestre and Co. having become insolvent, the plaintiffs sued the defendants, who had received the policy moneys, for the return of those moneys less expenses.

The other questions raised in the case are not material; but counsel for the defendants contended that the plaintiffs, being foreign principals, were not entitled to sue, and quoted *Armstrong* v. *Stokes* and other authorities as being applicable. LINDLEY, L.J., pointed out that the plaintiffs could clearly sue on the authority of *Thomson* v. *Davenport*, 2 Smith's Leading Cases, and *Irvine* v. *Watson*, 5 Q.B.D. 102 and 414, if they were not merchants abroad. He then considered *Armstrong* v. *Stokes* and stated the rule applicable thus: "Where an English merchant acts as middleman for a foreign *undisclosed* principal, buying or selling for or through him, the person dealing with the English merchant does not *primâ facie* contract with the undisclosed principal; and to this extent the ordinary English doctrines relating to *undisclosed* principals have been gradually modified with reference to mercantile usage and convenience. But we are not aware that any decision goes further than these, and we do not feel warranted in further encroaching on these doctrines."

The other case is an Australian one, *Macdonald* v. *Goldschmidt* (1909), 9 State Reports, New South Wales, where the common law of England runs. Here a contract was entered into by means of bought and sold notes. The sold note was headed "Order given through J. G. & Co. For A. O. & Co., Berlin." It was signed "J. G. & Co., Agents for A. O. & Co." The bought note had the same heading and was in similar terms. PRINGLE, J., after reviewing the cases of *Armstrong* v. *Stokes*, *Elbinger* v. *Claye* and *Hutton* v. *Bulloch*, quotes *Maspons* v. *Hermano* with approval, and adds: "I may also point out that in *Gadd* v. *Houghton* the agents were acting on behalf of foreign principals; but neither counsel nor the court referred to *Armstrong* v. *Stokes*, nor to the rule there laid down. Obviously that was because the principals were disclosed and therefore the doctrine had no application." Held, accordingly, that the agents were not personally liable.

The writer considers that the dicta in these two cases are most valuable. In no other cases is it stated clearly and without equivocation that the presumption applies only where the principal is undisclosed. In the case of contracts made by an English agent for an undisclosed English principal it is, of course, well settled that the other party may, upon discovering the principal, elect whether he will sue the principal or the agent, and conversely the principal may reveal himself and sue the party with whom his agent has contracted: *Kendall* v. *Hamilton* (1879), 4 A.C. 504. The incursion by usage into this rule in the case of contracts made by English agents for foreign principals arose, as has been well said, as a matter of convenience, and is in the writer's view definitely confined to cases in which the principal is undisclosed. The arguments of counsel in various later cases and the dicta of the judges serve to show that this important fact has been generally overlooked.

In the majority of the cases the court has quoted the words of BLACKBURN, J., in *Armstrong* v. *Stokes*, *supra*, in which he explained very forcefully the origin of the so-called presumption. If, however, it is thought that Mr. Justice BLACKBURN'S words in that case warrant the opinion that the rule applies to cases of disclosed principals, this view is definitely dispelled when we consider his reply to the House of Lords in the case of *Ireland* v. *Livingston* (1872), 5 H.L. 395, in which, after referring to the fact that certain goods had been ordered for a principal abroad, he says: "The persons who supply goods to a commission merchant sell them to him and not to his *unknown* foreign correspondent."

The conclusions to which the writer has come may be expressed as follows:—

(1) It is not correct to say that there is any presumption, rule of law, or usage of trade by which an agent contracting for a foreign principal is liable personally if at the time of contracting the agent discloses his foreign principal or discloses that he is acting for a foreign principal. In such cases no distinction is to be taken between contracts for foreign principals and contracts for English principals.

(2) If an agent who enters into a contract for a principal who is abroad does not disclose either his principal or the fact that he is contracting as an agent, then (*a*) obviously he will be liable personally upon the contract; but (*b*) contrary to the normal rule pertaining to undisclosed principals, there is a well-recognised custom or usage of trade by which the principal cannot step in and sue upon the contract and conversely he cannot be sued upon it.

(3) The usage is, in common with all other usages, subject to the express terms of the contract, and will not apply if its application would contradict the terms of the contract: *Yates* v. *Pym* (1816), 6 Taunt. 446; *Produce Brokers Co. Ltd.* v. *Olympia Oil & Cake Co. Ltd.* [1916] A.C. 324; *Miller Gibb & Co.* v. *Smith & Tyrer Ltd.* [1917] 1 K.B. 141.

(4) If the agent contracts expressly "as agent for" or "for," "on behalf of," or "on account of," or "by the authority of," a principal, whether expressly named or not, the agent will not be personally liable: *Miller Gibb* v. *Smith*, *supra*; *Universal S.S. Navigation Co.* v. *McKelvie* [1923] A.C. 492.

E.O.W.

Police Liability

For Unlawful Acts done to Detect Crime or Arrest Criminals.

QUESTIONS have been slowly emerging for a long time as to the existence or non-existence of exceptional powers in the police which take them out of the operation of the law when they interfere with the comfort and safety of ordinary citizens, in the exercise or purported exercise of police duties in the detection of crime or the apprehension of criminals.

In the compromising spirit of English society these matters were for a long time ones of give and take. Strict definition of powers on the one hand, and rights on the other, was avoided. A police search, conducted in the interests of justice, involving much digging but little damage, was accepted as a matter of course. A request to attend a police station and answer questions upon a matter engaging the attention of the police was complied with without resentment on the part of the questioned or over-bearing insistence by the questioner. Here and there a little bluff was no doubt used, a gentle assumption that there was no alternative, which did no real harm to anybody.

But the happenings which led up to the Royal Commission on Police Powers and Procedure, a much longer train of events than those not conversant with police methods and practice suspect, have brought these questions to the stage of definite interrogation, with the probable necessity of a definite legislative answer. The purpose of this article is to indicate the present condition of things, so that the problems coming before Parliament in the near future may be present, at least in outline, to our readers.

In general the police have no power of entry and search except under a justice's warrant. Search warrants are now issued entirely under statutory authority, although the power of issuing them for stolen goods was first assumed without such authority, it "crept into the law by imperceptible practice" (Lord CAMDEN in *Entick* v. *Carrington* (1765), 19 How. State Trials, 1067). A full list of the statutes conferring power to issue search warrants is given in Appendix III to the second edition of Lieck & Morrison's "Criminal Justice Acts." A constable who acts strictly upon his warrant is safe, provided it is correct in form (*Demer* v. *Cook* (1903), 20 Cox C.C. 444). It is interesting to observe that in the most famous search of recent years the warrant was in part not in good form, but the police did not act upon the bad part.

The warrant upon which entry is made is not necessarily a search warrant. An officer with a warrant of arrest, after demanding and being refused admittance, may force an entry (Foster, 136, 320; *Burdett* v. *Abbott* (1811), 14 East, 163; *Launock* v. *Brown* (1819), 2 B. & Ald. 592).

But more important upon our immediate subject is police action without warrant. This takes the form of forcible entry to prevent crime, or to arrest a criminal, search of the person of a criminal and of his house or lodging.

Any person, including, of course, a policeman, may break into a house to prevent murder (*Handcock* v. *Baker* (1800), 2 Bos. & P. 260). If a felony has been committed the felon may be sought in a house, the door of which may, if there be no other means of entry, be broken (*Smith* v. *Shirley* (1846), 3 C.B. 142). A constable may do the same if necessary to prevent any felony (*Handcock* v. *Baker, supra*; 2 Hale P.C. 95). Immediate pursuit after an affray may be continued by forcible entry for apprehension of the offenders (2 Hawk. P.C. 14, s. 8; *R.* v. *Marsden* (1868), L.R. 1 C.C.R. 131). But admission must be demanded and refused.

As the Royal Commission correctly reported, there is no express power to search the persons even of arrested prisoners. But it is "a necessary and obvious precaution, not merely to obtain possible evidence bearing on the charge, but to deprive the arrested person of any means of injuring himself or others whilst he is in custody." A convicted criminal's action for damages on this ground would be hopeless from the start, but on a wrongful arrest the indignity of personal search would greatly aggravate the damages.

It has long been the practice of the police to search the dwelling of an arrested person. "The practice seems to have had the tacit approval of the courts for so long that, in the opinion of the Home Office, it has become part of the common law." The common law is, fortunately, not created thus. The tacit approval merely amounts to silence upon a proceeding not challenged because opportunities of challenge do not arise. The law of evidence in England admits evidence, however improperly obtained, unless it be by way of a confession procured under pressure. Again, the convicted criminal will remain silent, the acquitted criminal conscious of guilt will be only too happy to escape with his fright, and the innocent person in many cases would be disposed to take the same line. But if a person be wrongly arrested and an unauthorised search of his dwelling be an element in his case, a jury is likely to give substantial damages; and it is difficult to imagine a judge directing them that the common law sanctions police usurpations, however useful, merely because the courts have not hitherto pronounced against them.

So much for search and entry. What is the position where the police do damage, or break the criminal law themselves, in pursuit of a criminal? This question is of growing importance now that thieves dash off with their booty in powerful motor cars and are pursued by policemen in similar vehicles running at high speed, sometimes through crowded streets.

There is, no doubt due to the English spirit of compromise and general readiness to support the agents of justice, an absence of authority on this point. There are certainly limits to what may be done, even to a flying felon. It is said in the old books that a felon flying from justice is justifiably killed if he could not otherwise be overtaken; if he be a misdemeanant only, his killing in such circumstances is murder: see "Russell on Crimes": 8th ed., p. 725, and authorities there cited. But, wisely, the English police for the most part are not armed with lethal weapons slaying at a distance.

A plea of justifiable homicide would be scrutinised with the greatest care after the death of a felon slain in flight. If shooting were tried and a bystander suffered, the position would be the same, but the defence would be still more difficult to make good. There need be no negligence, for an innocent party, out of sight, might be killed by a bullet which had actually struck the felon first.

The care with which the law limits the powers of its executive officers is shown by the fact that a prisoner, reasonably considering himself in danger of death from his lawful captor, is within the protection of the law if he slay to save his own life: see *R.* v. *Forster* (1825), 1 Lew. 187.

The danger of street accidents must necessarily be great in the pursuit of one motor car by another, and stories are frequently told in court of exciting chases, sometimes by police cars with police chauffeurs, sometimes by cars driven by their owners or civilian chauffeurs "commandeered" by the police. These owners or drivers have a moral duty, to some extent a legal duty, to assist the police. They undertake a dangerous service, and their position towards others whom they may injure in their progress is undefined and uncertain.

An interesting note on the position in America appears in the *Texas Law Review* for April last. The courts there generally seem to take it on themselves to exempt police officers from the operation of statutes regulating speed and traffic. It is to be supposed that the plea of police necessity would suffice in our courts to avoid any penalty for infractions of the law relating to the same matters here. It would probably avail in a civil action to reduce damages to the vanishing point.

On the whole we should be sorry to see this matter defined by statute. The present practice works all right. If the police were given clear indemnity it would tend to make them reckless. If there were a liability with provisoes it might make them unduly careful.

The law as to wrongful arrest is on the whole well ascertained and clear. The only matter which requires the attention of Parliament, or perhaps of the executive only, is the supposed distinction between arrest and "detention." The Report of the Royal Commission deals exhaustively with this matter. The Metropolitan police, with an instinctive knowledge of the advantage of covering official action with a word of vague import, approves of and practises detention as a process distinct from arrest. Other large police forces repudiate it. It is, of course, a distinction without a difference. Again, the doctrine of tacit approval by the courts is prayed in aid, but this time with less success. "Any form of restraint by a police officer is in law an imprisonment," says the Home Office.

It is obvious a policeman can arrest only within limits laid down by law. Resistance to lawful arrest is an offence. Resistance to detention is not; and if a "detained" person walking out of a police station were restrained and used force to free himself he would be within his rights. The Commission has "no hesitation in saying that wholesale detention of a group of suspects, in order to incriminate one, is wrong both in law and principle and should not be employed." As the law stands the detained ones have a legal remedy. That they never employ it is due, of course, to their own bad consciences on matters other than the one under enquiry.

The whole subject is a tangled skein. Perhaps the wisdom of a new Parliament may suffice to unravel it, or wisely to select the parts to be handled and those to be let alone. It is a thousand pities that the issues have been forced; for this the police have largely themselves to thank.

A Conveyancer's Diary.

Compound Settlements—*continued.*

I left off last week with a reference to *Re Cope and Wadland's Contract* [1919] 2 Ch. 376, when it was held that a tenant for life under a compound settlement could exercise his powers under the original settlement although no portion under that settlement remained to be raised, and no rent-charge thereby created continued to be payable, in a case where the life estate under a resettlement was expressed to be limited to a person in restoration or confirmation of his estate under a prior settlement. The decision in that case has been adopted in the S.L.A., 1925, s. 22 (2), which not only provides that the tenant for life may exercise his powers under the original settlement by virtue of his former estate or interest, but also of his estate or interest under the resettlement. The sub-section, which is important, for our present purposes, reads as follows:—

> "(2) Where by a resettlement of settled land any estate or interest therein is expressed to be limited to any person (whether subject or not to any estate, interest, charge or power expressly created or conferred by the resettlement) in restoration or confirmation of his estate or interest under a prior settlement, then, for the purposes of this Act and otherwise, that person is entitled to the estate or interest so restored or confirmed as of his former estate or interest, and in addition to the powers exercisable by him in respect of his former estate or interest, he is capable of exercising all such further powers as he could have exercised by virtue of the resettlement, if his estate or interest under the prior settlement had not been so restored or confirmed, but he had been entitled under the resettlement only."

The result is, as has been pointed out, that the tenant for life under a resettlement, where his estate is expressed therein to be in restoration or confirmation of his estate under the original settlement, may exercise his powers under the original settlement or under the resettlement or under the compound settlement.

There must, however, be trustees of the settlement under which the tenant for life desires to exercise his powers. It may be that there are no such trustees, in which case an application must be made to the court. But the S.L.A., 1925, made some provisions which were helpful in regard to that, although not so much so as they might have been. It is provided by s. 31 (1) as follows:—

> "Persons who are for the time being trustees for the purposes of this Act of an instrument which is a settlement, or is deemed to be a subsisting settlement for the purposes of this Act, shall be the trustees for the purposes of this Act of any settlement constituted by that instrument and any instruments subsequent in date or operation."

I leave for the moment (although I hope to return to it in a future issue) the question as to the meaning of the expression "deemed to be a subsisting settlement." I do not think that I need dwell upon that, interesting though it may be. The result of this provision is that, in practice, it was necessary to ascertain who were the trustees for the purposes of the S.L.A. of the earliest deed which formed part of the chain of documents constituting the compound settlement. This was often a difficult, sometimes an impossible, feat. The trustees of the original settlement were often dead, and it frequently happened that the personal representatives of the last survivor of them could not be traced. An application to the court, therefore, was inevitable. This seems to have been realised, and consequently by the L.P. (Amend.) A., 1926, Sched., (one of the "minor amendments") the following words were added to s. 31 (1) of the S.L.A., 1925:—

> "Where there are trustees for the purposes of this Act of the instrument under which there is a tenant for life or statutory owner but there are no trustees for those purposes of a prior instrument, being one of the instruments by which a compound settlement is constituted, those trustees shall, unless and until trustees are appointed of the prior instrument or of the compound settlement, be the trustees for the purposes of this Act of the compound settlement."

It is to be observed with regard to this provision that it only applies where "there are no trustees for those purposes of a prior instrument, being one of the instruments by which a compound settlement is constituted." Now suppose the quite common case of the "prior instrument" being a will. Under s. 30 (3) of the S.L.A., 1925, the personal representatives of the testator are the trustees of the settlement thereby created, if apart from that sub-section there would be no trustees for the purposes of the Act. Is it necessary to show that there are no personal representatives of the testator by whose will the original settlement was created, and who may, therefore, be trustees for the purposes of the Act of that and, therefore, of the compound settlement? I suppose not, having regard to the wording of s. 30 (3). But, if I be wrong in that supposition, a very difficult situation will often arise, as it will be necessary to prove that the testator in question has no personal representative living, which would not infrequently be, to say the least, inconvenient. I think, however, that there can be no doubt that trustees under the resettlement would, in such a case, be trustees of the compound settlement in preference to the personal representatives of the testator, even though those representatives could be found. It ought to be noted that any appointment by the court of trustees of a compound settlement, whether made before or after the commencement of the S.L.A., 1925, is effective and will supersede the other provisions of the Act (s. 31 (2)).

(*To be continued*).

Landlord and Tenant Notebook.

Farm Labourers and their Cottages.—*Continued from p.* 343.

Enough has already been said to make it obvious that any arrangement made by a farmer for his farm labourer to occupy a cottage on the farm may involve trouble and difficulty. Yet the advantages of having—say a cowman—resident on the spot are obvious, and there is, after all, the limitation of liability in any event to the maximum sum of £7 16s. The compensation payable to the labourer is in respect of "loss or expense directly attributable to his quitting and unavoidably incurred in connexion with the sale or removal of his household goods, implements, etc.," just as is provided for in ss. 12 and 13 of the Act of 1923 "so far as the same are applicable." It seems a very ponderous and troublesome method of dealing with the obvious hardship that a farm labourer will be faced with who loses his employment and has to give up his cottage in consequence to expose him (and his employer, too, for that matter) to complexities so notoriously troublesome as those of s. 12. However, the fact that local justices are able to deal with this part of the matter under their summary procedure takes most of the "sting" out of it.

Trouble of another sort arises when the question of giving up possession has to be dealt with. This may mean county court proceedings—though not necessarily. In *Rex* v. *Kent Justices*; *ex parte Triplow* (1927), 91 J.P. 38, a farmer applied to the local justices under s. 1 of the Small Tenements Recovery Act, 1838, for possession of a cottage. When the application was made the chairman announced that his bench did not as a rule deal with that class of case—the parties should go to the county court. Counsel replied that they had already been before the county court judge, where the proceedings were adjourned for a certificate to be obtained from the County Agricultural Committee. Those proceedings, however, had been abandoned two years ago as they were based on a different set of facts; and now it was proposed to adopt the speedier and less expensive method of summary

jurisdiction. The justices, however, refused to entertain the application and their clerk subsequently wrote a letter to the effect that they had "decided not to entertain applications in ejectment, holding the view that, as the county court has concurrent jurisdiction, disputes affecting the law of landlord and tenant can be better dealt with in that court which is presided over by a judge trained in law." Upon this a rule *nisi* for mandamus was obtained, and in due course was made absolute, directing the justices to hear and determine the application upon its merits. Avory, J., in the course of his judgment (concurring with Lord Hewart, L.C.J.), said:—

"There may be good reasons why a landlord should seek his remedy under this statute rather than in the county court—e.g., that justices sit more frequently than the county court. In some cases it may be absolutely necessary to seek the speediest remedy, if for instance the tenant is guilty of wilful waste. Upon proof of the necessary facts it becomes the duty of the justices to issue their warrant."

Experience shows that in these farm cottage difficulties, for the reasons stated by Avory, J., it is almost invariably better to deal with them by the summary jurisdiction method. The labourer to secure and the employer to avoid payment of compensation are, as will be seen from the statutes cited, both in effect obliged to have recourse to the local justices for the determination of their respective legal rights; and, since the question of possession is almost always mixed-up with that of compensation, it is obvious that the local justices constitute the most appropriate tribunal for dealing with the whole subject.

As regards procedure for recovery of possession of a cottage under the Small Tenements Recovery Act, 1838—which is the appropriate method of procedure when a labourer refuses to quit—regard must of course be had to the necessary formalities to be observed under that statute, as to which detailed particulars will be found in "Stone's Justices' Manual," in a convenient form. But, having regard to the proviso to s. 14 of the Agricultural Holdings Act, 1923, that compensation for disturbance shall not be payable to a farm labourer who does not quit within two months of the date when notice to do so was served upon him, it might be well whenever hardship is likely to arise (as, for example, when there is no other accommodation available in the neighbourhood), to adopt a conciliatory attitude and avoid by some reasonable compromise the necessity for any legal proceedings as a result of which the justices (who are not obliged to make an ejectment order) might decline to act in the exercise of their discretion as applied to the particular case before them, and thus leave confusion worse confounded.

Our County Court Letter.

SHIPWRECKED SEAMEN'S RIGHT TO WAGES.

The above subject was recently considered at Grimsby County Court in the case of *Maver* v. *Owners of s.s. Solon*, that vessel having been a steam trawler which went ashore in Iceland during a gale. The small boat was smashed in an attempt at launching, and the master abandoned ship and waded ashore with the crew through the surf. A cold wind and sandstorms were encountered on the wild and desolate coast, and while wading through a deep brook one, Maver, got a wetting which caused him to lose heart and strength. He was eventually carried until nightfall when the party huddled together in the shelter of a sandbank, but at daybreak it was found that Maver had died from exposure. His widow claimed compensation, but the respondents pointed out that (1) under the Merchant Shipping Act, 1894 (c. 60), s. 158, where the service of a seaman terminates before the date contemplated in the agreement, by reason of the wreck or loss of the ship, he is entitled to wages up to the time of such termination, but not for any longer period; (2) under the Merchant Shipping (International Labour Conventions) Act, 1925 (c. 42), s. 1, the seaman is nevertheless entitled, on such a termination, to receive wages in respect of each day on which he is in fact unemployed during a subsequent period of two months. The respondents contended, however, that (*a*) such payment of wages was subject to the man being still employed; (*b*) after the abandonment of a ship the owners had no control over the crew; (*c*) the relationship of master and servant having ceased, there could be no compensation for an accident occurring after the abandonment. The applicant's case was that the contract of service terminated on a specified date, which had not arrived when the fatality occurred, and that the log book contained terms of agreement which regulated the duty of the crew towards the ship's officers, stores, etc., "whether on board, in boats, or on shore." His Honour Judge Chapman observed that the crew had agreed to serve the master, both aboard and ashore, until a day which had not arrived at the date in question. The men were still, therefore, under the master's orders when they went ashore, and if they had been ordered back they would have been bound to return on board. The contract of service was, therefore, still subsisting, and the accident was constituted by the whole series of events from the time the ship went ashore until the death of the deceased. An award was therefore made for £300 for the applicant and £129 6s. for her child.

It was unnecessary to decide one question which arose in the above case, viz., whether, on the sinking of a liner and the passengers and crew taking to the boats, the position, under s. 158, *supra*, is that the crew are no longer the servants of the owners of the ship. In *The Olympic* [1913] P. 92, the crew subscribed articles to serve on board for any period not exceeding twelve months, but at the start of the voyage the vessel came into collision with "H.M.S. Hawke," off Cowes. "The Olympic" returned under her own steam to Southampton, where the crew were discharged with three days' pay, but two of them claimed a month's wages under s. 162 of the Act of 1894, viz., as compensation for being discharged otherwise than under the terms of their agreement, without their fault or consent. The plaintiffs relied on a proviso that if the vessel returned to port through accident, they were to be transferred to another vessel of the same owners taking the place of their own, but the defendants contended that the vessel was a wreck within the meaning of s. 158, *supra*, and that the contracts of service were therefore terminated. Mr. Justice Bargrave Deane pointed out that "The Olympic" was so seriously damaged that she had ceased to be a navigable ship, and the plaintiffs themselves would have refused to serve in her in that condition. He, therefore, held that she was a "wreck," and dismissed the plaintiffs' claims, this judgment being upheld by the Court of Appeal. Lord Justice Vaughan Williams stated, at p. 103, that in determining whether a wreck has terminated the service of a seaman, the court must satisfy itself that (1) physical damage had been caused at sea by perils of the sea to the ship; (2) such damage, although repairable, would make the ship unseaworthy for so long a time as to make the voyage useless as a commercial venture.

Practice Notes.

AUCTIONEERS' COMMISSION.

(*Continued from* 73 Sol. J., p. 344.)

VIII.

In the recent case of *Lalonde Bros. and Parham* v. *Harbutt*, at Weston-super-Mare County Court, the plaintiffs claimed £75 as (*a*) commission, at 2½ per cent., or (*b*) as damages for breach of contract, or (*c*) on a *quantum meruit*, in the following circumstances: A prospective purchaser had been supplied by the plaintiffs with particulars of the defendant's property, it being stated that the rights in certain private gardens would be included in the sale. The sum of £2,800 was offered, but

the gardens were then withdrawn owing to the possibility of their being bought by the local authority as a pleasure park. The plaintiffs claimed ultimately to have negotiated a sale for £3,000, the defendant also to have half of any proceeds from the pleasure gardens over a period of seven years, but the defendant refused to sign the contract. The defendant's case was that the property had been definitely withdrawn from the plaintiffs two days before they purported to have negotiated the sale, and that the decision not to sell had been conveyed to the prospective purchaser at the same interview. His Honour Judge Parsons, K.C., held, that there was no reservation of the land when the plaintiffs were first instructed, and that on the day their instructions were cancelled the prospective purchaser was prepared to pay £3,000. There was a subsequent interview, however, at which he was given another opportunity of making an offer of the full purchase money, and this was a fresh contract under which the plaintiffs could claim commission. Judgment was therefore given for the plaintiffs with costs.

TENANTS' COMPENSATION AND NEGLECTED FENCING.

In the recent case of *Lord Savile* v. *Carnelley*, the appellant moved to set aside an award in the following circumstances: The respondent had broken a covenant in his tenancy agreement of Emley Lodge Farm, to repair the fencing and—after two years— matters were so neglected that he was given notice to quit. In the subsequent arbitration lump sums were awarded to each party but the award did not deal with the items separately, and it was contended that this was a breach of the Agricultural Holdings Act, 1923, s. 17 (2) (*a*), and also of Sched. II, r. 11. Mr. Justice Mackinnon held that although the monetary amount of the claim was itemised under three heads, there were not three separate claims but one claim, and there had therefore been no breach of the above section. Mr. Justice Humphreys concurred in dismissing the application with costs. The above section should nevertheless be borne in mind whenever a tenant is entitled to compensation, in spite of having broken his agreement, and the various liabilities of the landlord require to be defined.

COMPENSATION ON NOTICE TO QUIT BY TENANT.

(*Continued from* 73 Sol. J., p. 217).

II.

The Divisional Court in *Lord Waring* v. *Hulme* have refused to set aside the award of the arbitrator noted in our issue of the 6th April, 1929. In September, 1927, the respondent served notice demanding a reduction of rent, or alternatively an arbitration, and an award was ultimately made in his favour for £820, one year's rent of a farm at Gopsall, on the ground that the applicant had failed or refused within a reasonable time either to arbitrate or to reduce the rent. The ground of appeal was an error on the face of the award, viz., that it failed to determine which of two alternatives the arbitrator found as a fact—a failure or a refusal. Mr. Justice Talbot held that refusal and failure were treated as one offence in the Agricultural Holdings Act, 1923, s. 12 (3), and Mr. Justice Wright agreed that there was no error on the face of the award.

Reviews.

The Fertilisers and Feeding Stuffs Act, 1926, with Explanatory Notes, by H. J. Johns of the Ministry of Agriculture and Fisheries. With Foreword by The Right Hon. Lord Bledisloe, K.B.E. London: Butterworth & Co. (Publishers), Ltd. 10s. 6d. net.

This volume has two outstanding features. It explains the statute as such a measure could only be explained by an official of the department in which it was drafted: it also lucidly deals with all the changes brought about by the Act in the law regulating this particular department of industry. It is therefore an extremely useful work on the practical side, for lawyer and layman alike. It will not rank, however, as a legal text-book in the strict sense, inasmuch as the usual annotations and comments on existing case-law, so necessary to assist the practitioner in forming an opinion on points of law as to which he may be called upon to advise, are absent. Indeed, as Lord Bledisloe says, the exposition of the Act should be "most valuable to farmers, traders, and officials." The author does quote a decision here and there, but merely by way of elucidation; but there is no list of cases and no attempt to anticipate what view the courts may take of any particular enactment. The volume is nevertheless one that the practitioner should not fail to have at hand. He will find it very helpful to get the mind of the Ministry by reading what the author has to say about the history of each provision, and what object lay behind its adoption by the three departmental committees upon whose recommendations the Act and the Regulations under it were based. The statute which forms the subject-matter of the volume before us introduces a revolution into that branch of law which is concerned with the purity of articles supplied to the public as foodstuffs. True, it only deals with foods intended for stock-feeding—not for human consumption—but the principle underlying the Act may some day be extended to the sale of foods intended for humans. Standardisation by schedules attached to a statute is indeed a novel experiment and one that will be watched with no small interest by those concerned in promoting legislation on similar lines. This useful work should therefore have a wide circulation.

The Trial of John Donald Merrett. Edited by William Roughead. Edinburgh: Wm. Hodge & Co. Ltd. 10s. 6d. net.

It is a little difficult to understand why the trial of Merrett, who was charged with murdering his mother by shooting her in the head, and forging cheques on her account, was selected to form one of this very interesting series of criminal trials published by William Hodge & Co., Limited, of Edinburgh. We can think of some much more interesting murder trials which might have been selected, and are not yet on Messrs. Hodges' list of cases "In preparation."

This trial certainly does exhibit one remarkable and in our judgment unique peculiarity, but such peculiarity has nothing to do with the prisoner. It is the only Scottish trial we have ever read in which on the evidence the Scottish Police authorities appear to have departed from their usual painstaking and thorough habits, and even it might almost be said to have bungled the whole matter. The attitude of the police authorities in the early stages towards the unhappy injured woman and their neglect to make the most simple but important investigations at her home may have been one determining factor in inducing the jury to return the Scottish verdict of "not proven." This attitude appears remarkable and unexplained at present. For the rest the whole sordid story of this depraved and wholly worthless youth plundering his devoted mother might well in my opinion have been relegated to the oblivion which it merits. To many people who trouble to read this revolting story, the treatment of this poor wounded woman at the hospital, and the conspiracy of silence which prevented her from telling us what in fact took place in that little room with her son, certainly affords a most surprising mystery.

Books Received.

Tax Cases. Vol. XIII—Part VIII. pp. 627-722; *Tax Cases.* Vol. XIII—Part IX. pp. 723-802. 1929. H.M. Stationery Office. 1s. per copy.

POINTS IN PRACTICE

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Certificate of Deduction.

Q. 1648. A client of ours is mortgagee of certain property and has from time to time duly received the interest on the mortgage loan (less tax) from the mortgagor. Our client is now submitting a claim to the Inland Revenue authorities for repayment of tax due to him. The authorities require to be furnished with the usual certificate by the mortgagor as to his having deducted the tax on the mortgage interest, but the mortgagor appears to be unwilling to sign such a certificate. Is there any method (statutory or otherwise) available for compelling him so to do? In case there is no such method available, is it possible for our client to substantiate his claim by any other means than the furnishing of such certificate?

A. It is thought that the mortgagor cannot be compelled to sign the certificate referred to. If the local inspector refuses to make repayment otherwise it is suggested that the matter should be referred to the Chief Inspector (Claims), Somerset House, London, W.C.2.

Small Tenements Recovery Act, 1838—Landlord and Tenant.

Q. 1649. A purchased freehold premises in 1919. Part of the purchase price was advanced by B, his son, but no written acknowledgment was given in respect of this amount. B went into occupation of the premises in October, 1923, A paying rates and repairs, and B paying 6s. per week to cover this expenditure. The weekly payment was made until August, 1926, when it ceased. A paid the rates to March 1928. B paid the rates since then, and also executed the repairs. The 6s. per week payment has always been called rent between the parties, but there is nothing otherwise to prove a tenancy nor A's disputed allegation to this effect. A court of summary jurisdiction has held that there is no tenancy, and that therefore the court has no jurisdiction under the Small Tenements Recovery Act.

(1) Is B a trespasser?

(2) Assuming the premises have been vacant, save for B's furniture, for the past 15 months, can A take possession complying with the conditions which governed *Hemmings* v. *Stoke Poges Golf Club*?

(3) Is the finding of the court of summary jurisdiction binding on the county court judge before whom any further application may be made?

(4) In an action lodged in the county court for ejectment of a trespasser, can B counter-claim for the balance of the amount originally contributed by him to the purchase of the property, there having been no written acknowledgment of the debt?

(5) Can B claim specific performance of an alleged and disputed verbal contract to purchase the property bought by another in the absence of a written memorandum satisfying the Statute of Frauds and giving payment of rates since March, 1928, as part performance?

A. (1) The question whether B is a trespasser depends on the circumstances mentioned in (5) below.

(2) On the facts above mentioned A cannot take possession under the conditions laid down in *Hemmings* v. *Stoke Poges Golf Club*, 64 Sol. J. 131, as he is not a landlord, and B is not a tenant. The mere contract to pay rates and do repairs in consideration of occupation is not an agreement to pay rent, and the amount of 6s. could not have been the subject of a distraint. See *Re Richmond Borough Justices*, 10 T.L.R. 68.

(3) The finding of the magistrates is not binding on the county court judge, as the Small Tenements Recovery Act, 1838, does not confer exclusive jurisdiction. See *Crystal Palace Co.* v. *Idris*, 64 J.P. 452.

(4) A can bring an action for ejectment of B, who can counter-claim—not for the balance of the amount contributed by him, but for the relief mentioned in the next answer.

(5) B can counter-claim for specific performance of the alleged and disputed contract, giving as part performance not only the payment of rates but the fact of his having been in possession. See *Hodson* v. *Heuland* [1896], 2 Ch. 428. If B fails to prove his case, he will be ejected as a trespasser, but if B wins, A holds the land for himself and B on trust for sale under the Law of Property Act, 1925, 1st Sched., Pt. IV, para. 1 (1). See "Everyday Points in Practice," p. 90.

Ratification by Company of Invalid Sale of Land.

Q. 1650. X Company Limited was incorporated on the 25th of October, 1918, for the purpose (*inter alia*) of developing and selling certain freehold land. The Articles of Association which were filed consisted of two clauses—(1) that there should be not less than two directors or more than five, and (2) that the qualification of a director be the holding of at least two shares in the company. A return of shareholders was made on the 31st December, 1924, stating the shareholders to be A, ninety-nine shares; B, one share. On the 29th of July, 1925, a letter, purporting to be signed by A and Z, as directors, was filed, stating that the company had no assets or liabilities, and that they, as holders of the shares, desired to have the company's name removed from the register. On the 15th of October, 1925, the company conveyed for adequate valuable consideration the remaining freehold land belonging to it to A, the chief shareholder, and one of the directors of the company, and this conveyance was sealed by the company, and the sealing was subscribed by A and B, signing as director and secretary respectively. On the 28th of January, 1927, a notice of dissolution under s. 242 (5) of the Companies Act, 1908, by notice in the *London Gazette* of that date, was filed. The following objections have now been taken to A's tite to the land—

(1) That, as a director, he could not buy from the company and

(2) That as Table A was not expressly excluded by the Articles of Association, which were registered, Clause 76 of Table A applies, and therefore, that the company's seal was improperly affixed to the conveyance to A as only one director instead of two subscribed their names to the deed; and

(3) That, in view of the provision of the special Articles requiring at least two directors, and the holding of at least two shares as a qualification, B could not act as a director.

(1) It is submitted that as A and B were the sole shareholders, a statutory declaration by B that full disclosure was made to him by A as to the transaction, and that he is perfectly satisfied therewith, will overcome the objection that A was a director buying from the company. Is this so? If not, an opinion as to the best means of overcoming this defect would be appreciated.

(2) What was the effect of the conveyance to A in the circumstances above mentioned, and how can the above defects in the title be cured?

A. As regards the objections to the title:—

(1) A, as a director, is not prohibited from buying from the company by Table A, but, even if he were so disqualified, as a person interested, the company would at this length of time be estopped from disputing the validity of A's title. See *Victors Limited* (*in liquidation*) v. *Lingard* [1927] 1 Ch. 323.

(2) and (3) These defects were cured by the fact that all the shareholders of the company, acting together, waived the formalities required by the Companies (Consolidation) Act, 1908, and the later Acts of 1917 and 1928, so that it is not open to a creditor to impeach the validity of the conveyance to A. See *In re Oxted Motor Company Limited* [1921], 3 K.B. 32.

As regards the questions put :—

(1) A statutory declaration by B is unnecessary, as it was decided in *Parker and Cooper Limited* v. *Reading* [1926], 1 Ch. 975, that (*a*) a company is bound in a matter *intra vires*, the Company by the unanimous agreement of all its corporators, and (*b*) if all the individual corporators, in fact, assent to a transaction that is *intra vires*, the company, though *ultra vires* the board, it is not necessary that all the formalities prescribed by the articles should be complied with.

(2) The conveyance to A, in the above circumstances, was rendered valid, and there are no defects in the title, as in *Parker and Cooper Limited* v. *Reading*, *supra*, the transaction was upheld although, as stated at pp. 977 and 978, one of the directors was an interested party, and the seal was not affixed in the manner prescribed by the articles.

Company—Registered Office—Annual Meeting.

Q. 1651. T.T. Limited, whose registered office is situate in England, was recently turned into a private company. For some little time past the annual general meeting prescribed by the Companies Act has been held at Belfast, which is of course out of the jurisdiction. I should be glad to know if there is any provision anywhere which lays down whether or not the annual meeting should be held in the country where the company has its registered office. Authorities would oblige.

A. While the annual meeting of a company is almost invariably held in the country where the company is domiciled, there appears to be no statutory requirement that it should be so held. In *Swedish Central Railway Co.* v. *Thompson* [1925] A.C. 495, the registered office of the company was in London, while the meetings were held in Sweden. So too in *Egyptian Delta Land & Investment Co.* v. *Todd* [1929] A.C.1, the company was registered in England, but the meetings were held in Egypt. The matter appears to be one for the shareholders to decide, if nothing is provided on the subject in the articles of association.

Liability for Estate Duty.

Q. 1652. A died in 1907 having by his will directed that his trustees should set aside a fund of £15,000 and pay the income thereof to his sister, C, during her life, and on her death the fund should fall into and form part of his residuary estate. He also declared that C should be entitled to occupy free of rent or other payment his house and grounds known as D during her life, and subject to such right of occupancy, he devised D to his nephew M absolutely. By a codicil the testator directed that "all Government duties which may become payable in respect of C's right of occupancy of D" should be borne by his residuary estate. Upon the death of A estate duty, succession duty and settlement estate duty was paid in respect of his estate, and the life interest of C in the £15,000 fund and in D. C died in 1928 and under the Finance Act, 1914, estate duty has now been claimed in respect of the cesser of her interest in D (subject to a deduction therefrom of the settlement estate duty which was paid on the death of A). The whole of A's residuary estate, with the exception of the fund of £15,000, has been distributed. Should the duty arising upon the cesser of C's interest in D be borne by N, or is it payable out of the residue under the direction above quoted? The authorities appear to be conflicting.

A. It is thought that the duty arising upon the cesser of C's interest in D should be borne by M, and that the codicil referred to would not place the liability in this respect upon the residue.

Correspondence.

Whist Drives.

Sir,—Mr. Chadwick's conclusion in his letter to you in your issue of the 1st inst. (73 Sol. J. 346), that the definition of an unlawful game is when the element of chance exceeds the element of skill, is, as applied to card games, at variance with the classical judgment of Lord Brampton, then Hawkins, J., in *Jenks* v. *Turpin* (1884), 13 Q.B.D. 505 : cf. p. 524. "The *unlawful* games, then, now are—ace of hearts, pharaoh, basset, passage, roulet, every game of dice, except backgammon, and every game of cards which is not a game of *mere* skill ; and, I incline to add, any other game of mere chance."

Since every card game depends on the fall of the cards, which depends on chance, no game of cards can be a game of mere skill. Of those which involve most skill, the fall of the cards often defeats the best patience players, and, with the right cards, two novices can win a rubber at bridge from two champions in a couple of deals. A. F.

London,
4th June.

Obituary.

Mr. W. SWEETLAND.

Mr. William Sweetland, solicitor, senior member of the firm of Messrs. Sweetland, Greenhill & Stinson, 4, Cullum-street, Fenchurch-street, E.C.3, died on Thursday, the 23rd May, at the age of seventy-four. Admitted in 1873, on the death of the late Mr. C. P. Greenhill he took over the practice and later brought in his nephew, Mr. H. R. Greenhill, as a partner. He was Ward Clerk of Langbourn for many years and Vestry Clerk of the various parishes thereof. He published in 1897 "The Ward of Langbourn Somethat," which contains an interesting history of the ward from earlier times. He was a Past Master of the Thames Valley Lodge of Freemasons and a Past Provincial Grand Master of Middlesex. A man of charming personality, he had a wide circle of friends. H.

Legal Parables.

XXXIV.

The Scrupulous Advocate.

There was once a barrister who talked a good deal about his conscience, and who was very scrupulous about the cases he took. One day a solicitor, a friend of his, sent him a brief generously marked. It was a murder case, and he was to appear for the defence. Having perused the brief carefully, the barrister was convinced of the prisoner's guilt and told his friend so, suggesting that the only thing to be done was to plead guilty. But the prisoner said that he was innocent, so the barrister threw up his brief and it was handed to another.

At the trial the case went dead against the prisoner from the start. Despite the valiant efforts of counsel for the defence, the jury found a verdict of guilty without leaving the box. So the unhappy prisoner was sentenced to die by the hands of the law, and his counsel made a lasting reputation out of the case. And the barrister, having watched the case, went back to his chambers justified.

Every effort was made to save the prisoner's life, but the Court of Criminal Appeal and the Home Secretary both considered the case proved against him, so this unhappy man, still protesting his innocence, prepared to die.

But, shortly before the day fixed for the execution, a strange man walked into a neighbouring police station and, said that it was he and not the prisoner who had committed

the crime. The whole matter was gone into very thoroughly, and finally the prisoner's innocence was conclusively proved. When the conscientious advocate heard of this he began to curse and to swear right volubly, and, during a long and distinguished career at the bar, he never again threw up a brief because in his judgment his client was guilty.

Moral:

The function of an advocate is to present his client's case and not to act according to his private judgment.

Notes of Cases.

High Court—King's Bench Division.

Lilley & Skinner, Ltd. *v.* Crump.

Rowlatt, J. 29th April.

LANDLORD AND TENANT—ABSOLUTE COVENANT IN LEASE NOT TO CUT MAIN WALLS—ALTERATIONS WITH CONSENT—WHEN CUTTING WALLS IS AN ALTERATION—CONSENT UNREASONABLY WITHHELD.

In this action Lilley & Skinner, Ltd., claimed a declaration that the defendant, Ernestine de Witt Tilston Crump, as lessor to them of Nos. 356, 358 and 360, Oxford-street, and No. 21, Stratford-place, London, was not entitled unreasonably to withhold her consent to the making by the plaintiffs of two openings in the party wall between those premises and No. 20, Stratford-place, in both of which premises the plaintiffs carried on business as boot and shoe dealers. The defendant pleaded that on the true construction of the lease the making of the two openings was not an improvement or alteration or addition within the meaning of the covenant relied on, and was absolutely prohibited by the lease, and further, that s. 19 (2) of the Landlord and Tenant Act, 1927, did not apply.

ROWLATT, J., said that counsel for the defendant had contended, *inter alia*, that s. 19 (2) of the Act of 1927 did not apply to the absolute covenant in the lease against cutting main walls so that the position was that the plaintiffs sought to have the defendant compelled to consent to an "alteration" which was a cutting of a main wall. The question here was whether the work proposed was merely an alteration not to be done without consent, or a cutting or maiming not to be done on any account. He, his lordship, could not think that the mere fact that an aperture was made in the main wall made the operation, *ipso facto*, a cutting as against an alteration. To add a new or enlarge an old window, or even to carry a pipe through a main wall, would, he thought, be only alterations; and in his view the present openings were alterations on that footing. The plaintiffs were entitled to the declaration claimed subject to the work being done to the reasonable satisfaction of the defendant's architect, and to the plaintiffs' covenanting to reinstate at the end of the term. A stay of execution was granted.

COUNSEL: *Archer*, K.C., and *Austin Farleigh*, for the plaintiffs; *Farwell*, K.C., and *Cecil Havers*, for the defendant.

SOLICITORS: *Pettit & Westlake; H. H. Wells & Sons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Middlesex County Council *v.* Hall.

Talbot and Humphreys, JJ. 29th April.

LANDLORD AND TENANT—CLAIM FOR POSSESSION—RENT RESTRICTION ACTS—ALTERNATIVE ACCOMMODATION—DWELLING-HOUSE—NO NECESSITY FOR BUSINESS ACCOMMODATION.

Appeal from a decision of Judge Turner, Uxbridge County Court.

In 1925 the plaintiff council, with a view to road widening, bought certain premises, which consisted of two cottages made into one, from one, Hunt. The defendant was a weekly tenant to the plaintiffs, and, in addition to living on the premises, he carried on business there as a provision dealer. The plaintiffs had served a notice to quit on the defendant, purporting to act under s. 5 (1) (*e*) of the Rent Restriction Act, 1920, as it now stood by virtue of s. 4 of the Act of 1923. By s. 5, the order for recovery of possession sought in an action could not be made unless the court was satisfied "as respects alternative accommodation." In the action for possession in the present case, it was admitted in the county court that the plaintiffs had offered the defendant alternative accommodation so far as the user of the premises as a dwelling-house was concerned, but the county court judge held that he was entitled and bound to consider also whether the accommodation offered was reasonably suitable for the business which the defendant carried on in part of the house. He came to the conclusion that the alternative accommodation was not suitable on that ground, and he refused to grant possession. The council now appealed.

TALBOT, J., in the course of a considered judgment, referred to the case of *Wilcock* v. *Booth* (64 SOL. J. 292; 36 T.L.R. 213), where it was held that the question of alternative accommodation was confined to "similar dwelling-house accommodation." Although that case was under a different statute, he was of opinion that the reasoning in that case applied to the present case. Both on the statute and on the authority of *Wilcock* v. *Booth*, he was of opinion that the county court judge was wrong in considering the business use of the premises with reference to the question of alternative accommodation, and the appeal would be allowed, with costs.

COUNSEL.—*H. S. Smith*, for the Middlesex County Council; the tenant did not appear.

SOLICITOR.—*C. W. Radcliffe.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law].

Swaits *v.* Entwistle.

Lord Hewart, C.J., Avory and Swift, JJ. 6th May.

MOTOR CAR—IDENTIFICATION PLATE—NOT ILLUMINATED—REGULATIONS OF MINISTER OF TRANSPORT—NOT *Ultra Vires*—ROADS ACT, 1920 (10 & 11 Geo. 5, c. 72), s. 12 (1)—ROAD TRANSPORT LIGHTING ACT, 1927 (17 & 18 Geo. 5, c. 37), s. 11 (2).

Appeal by way of case stated from a decision of the Darwen justices.

An information was preferred by Edward James Swaits, superintendent of the Lancashire Constabulary, against Norman Marsden Entwistle, charging him with having unlawfully failed to keep a lamp on his motor car so contrived as to illuminate by means of reflection, transparency, or otherwise, and render easily distinguishable, every letter and figure of the identification plate on the back of the motor car. The justices refused to convict and dismissed the information on the ground that the regulation purporting to be made by the Minister of Transport under the powers contained in s. 12 of the Roads Act, 1920, was *ultra vires* the Minister inasmuch as any powers thereby conferred on him had been revoked by s. 11 (2) of the Road Transport Lighting Act, 1927. The informant appealed.

Lord HEWART, C.J., said that the justices were of opinion that the words "local or other authority" in s. 11 (2) of the Road Transport Lighting Act, 1927, included the Minister of Transport as a person who could not make regulations under the Act of 1920. Looking at the Act of 1927, however, throughout that Act were provisions enabling the Minister to make regulations: if his powers to make regulations had ceased how could that be? The appeal was allowed, and the case remitted to the justices with a direction to convict.

AVORY, J., and SWIFT, J., concurred.

COUNSEL.—*R. Etherton*, for the appellant; *A. A. Capewell*, for the respondent.

SOLICITORS.—*Greenwell & Co.*, for *Sir George Etherton; Amery, Parkes & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Sheffield Corporation *v.* **Luxford. Same** *v.* **Morrell.**

Talbot, Wright, JJ. 14th May.

Landlord and Tenant—Notice to Quit—Claim for Possession—Discretion of County Court Judge—County Courts Act, 1888, 51 & 52, Vict., c. 43, s. 138.

Appeals from decisions of Judge Lias, Sheffield County Court. The plaintiffs, the Sheffield Corporation, owners of two houses of which the defendants, George Harold Luxford and Thomas Morrell were the tenants at weekly rentals of 11s. 1d. and 13s. 7d. respectively, served notices on them to quit, expiring on the 30th and 31st December, 1928, respectively. In both cases the plaintiffs brought an action in the county court for possession. In the first case the judge made an order for possession subject to certain conditions, and he refused to make an order in the second case. He was of opinion that the language of s. 138 of the County Courts Act, 1888, was sufficiently wide to give him a complete discretion to make or to refuse an order for possession. The plaintiff corporation appealed against both decisions.

Talbot, J., said that the legal right of the corporation was complete as soon as the notice to quit had expired, and the tenant's right to remain in occupation had thereupon absolutely ceased. In those circumstances the power conferred by statute on the county court judge to make the orders became a duty. As regarded the county court judge's discretion as to the date when possession should be given, he, his lordship, thought that four or five weeks represented the extreme limit of the judge's power to postpone the effect of an order for possession. The appeals were allowed.

Wright, J., concurred.

Counsel: *W. A. Macfarlane*, for the appellants; the respondents did not appear and were not represented.

Solicitors: *Rollitt, Sons & Haydon*, for *Sir William Hart*, Sheffield.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Donegal Tweed Co. Ltd. and Others *v.* **Stephenson and Others**

Swift and Acton, JJ. 31st May.

Landlord and Tenant—Application for New Lease—After Nine Months Before Expiration of Old Lease—No Jurisdiction in County Court Judge to Extend Time—Landlord and Tenant Act, 1927, 17 & 18 Geo. 5, c. 36, s. 5.

Appeal from a decision of Judge Dowdall, Liverpool County Court.

The appellants, tenants of certain premises in Lord-street, Liverpool, in making an application for a new lease, gave notice to the landlords in due time, but did not, more than nine months before the expiration of their lease, make application to the court as required by s. 5 (2) of the Landlord and Tenant Act, 1927. The appellants contended before the county court judge that he had jurisdiction to extend the time under r. 14 (3) of Ord. L (B) of the County Court Rules. Rule 14 (3) enacts: "The registrar may at any time report to the judge in relation to any such application, and the judge may thereupon give or forward by post to the registrar such directions in writing as may be necessary, including an order for the extension of any time limited for the doing of any act or thing provided for by the Act or this Order." The judge held that he had not jurisdiction under that rule to entertain an application for a new lease made less than nine months before the expiration of the old lease.

Swift, J., said that as the appellants did not take the steps required by the Act the appeal would be dismissed.

Acton, J., delivered judgment to the same effect.

Counsel: *Merlin*, for the appellants; *Gover*, K.C., and *Howard Jones*, for the respondents.

Solicitors: *Jaques & Co.*, for *Layton & Co.*, Liverpool; *John Hands & Son*, for *Cooke, Patterson & Co.*, Liverpool.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Stumbles *v.* **Whitley.** Swift and Acton, JJ. 31st May.

Landlord and Tenant—Lease of Premises including Fishing Rights—Fishing Rights as Part of "Premises"—Landlord and Tenant Act, 1927, 17 & 18 Geo. 5, c. 36, ss. 4, 5.

Appeal from a decision of Judge Higgins, Kingsbridge County Court.

The plaintiff, as assignee of a lease of the Royal Sands Hotel, Slapton, Devon, including certain fishing rights on Slapton Ley, gave notice, as tenant, to the landlord, the present defendant, that he required a new lease to be granted to him as from the date of the expiration of the old one, on the ground that he would be entitled to compensation under s. 4 of the Landlord and Tenant Act, 1927. A referee, to whom the matter was referred, held that a lease of the premises, including the fishing rights, should be granted to the plaintiff at £205 a year. When the matter came before the county court the judge held that the fishing rights were not "premises" within the meaning of the Act, and he decided that the matter must go back to the referee for consideration of the fair rent of the corporeal hereditaments apart from the fishing rights. On appeal,

Swift, J., held that it was clear that the fishing rights were included as part of the premises demised by the lease, and he allowed the appeal.

Acton, J., agreed.

Counsel: *Farwell*, K.C., and *Merlin*, for the appellant; the respondent was not represented.

Solicitors: *Neve, Beck & Crane.*

[Reported by Charles Clayton, Esq, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Dawson *v.* **Dawson.**

Lord Merrivale, P., and Hill, J. 11th April.

Husband and Wife—Wife's Application for Maintenance on Ground of Desertion—Discretion of Justices—Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict., c. 29), s. 5.

This was the wife's appeal from a refusal of the Leicester City Justices to grant a maintenance order on the ground of the husband's desertion. The facts appear sufficiently from the judgment.

Lord Merrivale, P., said that the justices seemed to have considered that they had an absolute discretion as to making an order or not; or at any rate, a discretion wide enough to refuse an order on the facts proved before them. The facts proved were that these two persons had been married only a short time, that before the marriage the woman said that she was pregnant, but that after the marriage she admitted she was not in that condition. The husband seemed to have come to the conclusion that he had been deceived into marriage, and left his wife, and the justices appeared to have acted upon the husband's suspicion. Counsel for the husband now suggested that what had taken place entitled the husband to refuse to maintain his wife, but even if there were a deception, it quite obviously would not have been an answer to a petition for restitution of conjugal rights. Really nothing had been proved against the woman except her statement of an expectation, and she afterwards had said that she had been mistaken about her condition. The justices had no discretion to refuse to make an order for an admitted act of desertion. There was no reasonable ground for refusing the order. The case must go back to the justices to say what reasonable sum in the way of maintenance should be paid by the husband, but in making their assessment they must proceed on the ground that the wife was entitled to an order for desertion. The appeal would be allowed with costs.

Hill, J., agreed.

COUNSEL: *T. Bucknill*, for the appellant wife; *J. P. Stanmore*, for the respondent husband.

SOLICITORS: *Burch & Co.*, for *Josiah Hincks*, Leicester: *Herbert Simpson, Son & Bennett*, Leicester.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Rules and Orders.

THE RULES OF THE SUPREME COURT (THIRD PARTY), 1929. DATED MAY 15, 1929.

We, the Rule Committee of the Supreme Court, hereby make the following Rules—

1. Rules 48 to 55, both inclusive, of Order XVI of the Rules of the Supreme Court, 1883, are hereby revoked, and in lieu thereof the Order set out in the First Schedule to these Rules shall be inserted after Order XVI and shall stand as Order XVIA.

2. Form 1 in Appendix B to the Rules of the Supreme Court, 1883, is hereby revoked and the Forms set out in the Second Schedule to these Rules shall be substituted therefor, and shall stand as Form No. 1 and Form No. 1A in Appendix B.

3. These Rules may be cited as the Rules of the Supreme Court (Third Party) 1929, and shall come into operation on the 28th day of May, 1929, and the Rules of the Supreme Court, 1883, as amended, shall have effect as further amended by these Rules.

Dated the 15th day of May, 1929.

FIRST SCHEDULE.

ORDER XVIA.

THIRD PARTY PROCEDURE.

1. *Third party notice*.]—(1) Where in any action a defendant claims as against any person not already a party to the action (in this Order called the third party)

(*a*) that he is entitled to contribution or indemnity, or

(*b*) that he is entitled to any relief or remedy relating to or connected with the original subject-matter of the action and substantially the same as some relief or remedy claimed by the plaintiff, or

(*c*) that any question or issue relating to or connected with the said subject-matter is substantially the same as some question or issue arising between the plaintiff and the defendant and should properly be determined not only as between the plaintiff and the defendant but as between the plaintiff and defendant and the third party or between any or either of them,

the Court or Judge may give leave to the defendant to issue and serve a "third-party notice."

(2) The Court or Judge may give leave to issue and serve a "third-party notice" on an *ex parte* application supported by affidavit, or, where the Court or Judge directs a summons to the plaintiff to be issued, upon the hearing of the summons.

2. *Form and issue of notice*.]—(1) The notice shall state the nature and grounds of the claim or the nature of the question or issue sought to be determined and the nature and extent of any relief or remedy claimed. It shall be in accordance with the Form No. 1 or Form No. 1A in Appendix B, with such variation as circumstances may require, and shall be sealed and served on the third party in the same manner as a writ of summons is sealed and served.

(2) The notice shall, unless otherwise ordered by the Court or Judge, be served within the time limited for delivering the defence, or, where the notice is served by a defendant to a counter-claim, the reply, and with it there shall be served a copy of the writ of summons or originating summons and of any pleadings delivered in the action.

3. *Effect of notice*].—The third party shall, as from the time of the service upon him of the notice, be a party to the action with the same rights in respect of his defence against any claim made against him and otherwise as if he had been duly sued in the ordinary way by the defendant.

4. *Appearance*.]—The third party may enter an appearance in the action within eight days from service or within such further time as may be directed by the Court or Judge and specified in the notice:

Provided that a third party failing to appear within such time may apply to the Court or Judge for leave to appear, and such leave may be given upon such terms, if any, as the Court or Judge shall think fit.

5. *Default by third party*.]—If a third party duly served with a third-party notice does not enter an appearance or makes default in delivering any pleading which he has been ordered to deliver, he shall be deemed to admit the validity of and shall be bound by any judgment given in the action, whether by consent or otherwise, and by any decision therein on any question specified in the notice; and when contribution or indemnity or other relief or remedy is claimed against him in the notice, he shall be deemed to admit his liability in respect of such contribution or indemnity or other relief or remedy.

6. *Procedure on default before trial*.]—Where a third party makes default in entering an appearance or delivering any pleading which he has been ordered to deliver and the defendant giving the notice suffers judgment by default, such defendant shall be entitled at any time, after satisfaction of the judgment against himself, or before such satisfaction by leave of the Court or Judge, to enter judgment against the third party to the extent of any contribution or indemnity claimed in the third-party notice, or by leave of the Court or Judge to enter such judgment in respect of any other relief or remedy claimed as the Court or a Judge shall direct:

Provided that it shall be lawful for the Court or Judge to set aside or vary such judgment against the third party upon such terms as may seem just.

7. *Third party directions*.]—(1) If the third party enters an appearance the defendant giving notice may, after serving notice of the intended application upon the plaintiff, the third party and any other defendant, apply to the Court or Judge for directions, and the Court or Judge may—

(*a*) Where the liability of the third party to the defendant giving the notice is established on the hearing of the application, order such judgment as the nature of the case may require to be entered against the third party in favour of the defendant giving the notice, or

(*b*) if satisfied that there is a question or issue proper to be tried as between the plaintiff and the defendant and the third party or between any or either of them as to the liability of the defendant to the plaintiff or as to the liability of the third party to make any contribution or indemnity claimed, in whole or in part, or as to any other relief or remedy claimed in the notice by the defendant or that a question or issue stated in the notice should be determined not only as between the plaintiff and the defendant but as between the plaintiff, the defendant and the third party or any or either of them, order such question or issue to be tried in such manner as the Court or Judge may direct, or

(*c*) dismiss the application.

(2) Any directions given pursuant to this Rule may be given either before or after any judgment has been signed by the plaintiff against the defendant in the action, and may be varied from time to time and may be rescinded.

(3) The third party proceedings may at any time be set aside by the Court or Judge.

8. *Leave to defend*.]—The Court or Judge upon the hearing of the application for directions may, if it shall appear desirable to do so, give the third party liberty to defend the action, either alone or jointly with the original defendant, upon such terms as may be just, or to appear at the trial and take such part therein as may be just, and generally may order such proceedings to be taken, pleadings or documents to be delivered or amendments to be made, and give such directions as to the Court or Judge shall appear proper for having the question and the rights and liabilities of the parties most conveniently determined and enforced and as to the mode and extent in or to which the third party shall be bound or made liable by the decision or judgment in the action.

9. *At trial*.]—(1) Where the action is tried, the Judge who tries the action may, at or after the trial, enter such judgment as the nature of the case may require for or against the defendant giving the notice against or for the third party, and may grant to the defendant or to the third party any relief or remedy which might properly have been granted if the third party had been made a defendant to an action duly instituted against him by the defendant:

Provided that execution shall not be issued without leave of the Court or Judge until after satisfaction by the defendant of the judgment against him.

(2) Where the action is decided otherwise than by trial, the Court or Judge may, on application by motion or summons, make such order as the nature of the case may require, and, where the plaintiff has recovered judgment against the defendant, may order such judgment as may be just to be entered for or against the defendant giving notice against or for the third party.

10. *Costs*.]—The Court or Judge may decide all questions of costs, as between a third party and other parties to the action, and may order any one or more of them to pay the costs of any other, or others, or give such directions as to costs as the justice of the case may require.

11. *Fourth and subsequent parties*.]—(1) Where a third party makes as against any person not already a party to the action such a claim as is defined in Rule 1 of this Order, the provisions of this Order regulating the rights and procedure as

between the defendant and the third party shall apply *mutatis mutandis* as between the third party and such other person, and the Court or Judge may give leave to such third party to issue a third-party notice, and the preceding Rules of this Order shall apply *mutatis mutandis*, and the expressions "third-party notice" and "third party" shall apply to and include every notice so issued and every person served with such notice respectively.

(2) Where a person served with a notice under this Rule by a third party in turn makes such a claim as is defined in Rule 1 of this Order against another person not already a party to the action, this Order as applied by this Rule shall have effect as regards such further person and any other further person or persons so served and so on successively.

12. *Co-defendants.*]—(1) Where a defendant claims against another defendant—

(*a*) that he is entitled to contribution or indemnity, or

(*b*) that he is entitled to any relief or remedy relating to or connected with the original subject-matter of the action and substantially the same as some relief or remedy claimed by the plaintiff, or

(*c*) that any question or issue relating to or connected with the said subject matter is substantially the same as some question or issue arising between the plaintiff and the defendant making the claim and should properly be determined not only as between the plaintiff and the defendant making the claim but as between the plaintiff and that defendant and another defendant or between any or either of them,

the defendant making the claim may without any leave issue and serve on such other defendant a notice making such claim or specifying such question or issue.

(2) No appearance to such notice shall be necessary and the same procedure shall be adopted for the determination of such claim, question or issue between the defendants as would be appropriate under this Order if he were a third party.

(3) Nothing herein contained shall prejudice the rights of the plaintiff against any defendant to the action.

13. *Counterclaim.*] In this Order the words "plaintiff" and "defendant" respectively shall include a plaintiff and a defendant to a counterclaim.

SECOND SCHEDULE.

FORMS.

No. 1.

THIRD PARTY NOTICE.

Claiming indemnity or contribution or other relief or remedy.

19.... No....

IN THE HIGH COURT OF JUSTICE.

DIVISION.

BETWEEN : A. B. *Plaintiff*

and

C. D. *Defendant*

and

E. F. *Third party.*

THIRD PARTY NOTICE.

issued pursuant to the Order of [Master].....

dated the.....day of.....19....

To E. F. of.....in the.....of.....

Take Notice that this action has been brought by the Plaintiff against the Defendant. In it the Plaintiff claims against the Defendant—[*here state concisely the nature of the Plaintiff's claim*] as appears by the endorsement on the Writ of Summons [or Statement of Claim] a copy whereof is delivered herewith.

The Defendant claims against you—[*here state concisely the nature of the claim against the third party as for instance* to be indemnified against the Plaintiff's claim and the costs of this action *or* contribution to the extent of [*one half*] of the Plaintiff's claim *or* the following relief or remedy namely.....] on the grounds that—[*state concisely the grounds of the claim against the third party*].

And take notice that if you wish to dispute the Plaintiff's claim against the Defendant, or the Defendant's claim against you, you must cause an appearance to be entered for you within eight days after the service of this notice upon you.

In default of your entering such appearance, you will be deemed to admit the Plaintiff's claim against the Defendant and the Defendant's claim against you and your liability to [indemnify the Defendant *or* to contribute to the extent claimed *or* to.....*stating the relief or remedy sought*] and the validity of any judgment that may be given in the action and you will be bound by such judgment and such judgment may be enforced against you pursuant to Order XVI A of the Rules of the Supreme Court 1883.

Dated the.....day of.....19..

(Signed)

Solicitors for the Defendant.

Appearance is to be entered at [*the Central Office of the Royal Courts of Justice, Strand, London, W.C.*].

No. 1A.

THIRD PARTY NOTICE.

When question or issue to be determined.

[*Title, etc., as in form No.* 1 *down to* "*herewith*," *and proceed*:—]

The Defendant claims that the following questions or issue viz.....[*here state concisely the question or issue to be determined*] should be determined not only as between the Plaintiff and the Defendant but as between the Plaintiff and the Defendant and yourself.

And take notice that if you wish to be heard on the said question or issue or to dispute the Defendant's liability to the Plaintiff or your liability to the Defendant you must cause an appearance to be entered for you within eight days after service of this notice.

In default of your so doing you will be deemed to admit the validity of and will be bound by any decision or judgment arrived at or given in this action on the said question or issue and to admit any consequent liability of yourself and judgment may be given against you and enforced pursuant to Order XVI A of the Rules of the Supreme Court 1883.

Dated the.....day of.....19..

(Signed)

Solicitors for the Defendant.

Appearance is to be entered [*etc., as in Form No.* 1].

Legal Notes and News.

Birthday Honours.

VISCOUNT.

The Right Hon. DOUGLAS MCGAREL HAILSHAM, Baron, K.C., J.P., Lord High Chancellor.

PRIVY COUNCILLOR.

Sir ELLIS WILLIAM HUME-WILLIAMS, Bt., K.B.E., K.C., M.P., Recorder of Norwich.

K.C.M.G.

The Hon. CHARLES POWERS, Justice of the High Court of Australia.

KNIGHTS BACHELOR.

The Hon. ALEXANDER L. HERDMAN, Judge of the Supreme Court, New Zealand.

The Hon. R. W. FURNESS, Chief Justice of Barbadoes.

Mr. MICHAEL F. J. MCDONNELL, Chief Justice of the Supreme Court, Palestine.

Mr. MICHAEL W. WHITLEY, Attorney-General, Straits Settlements.

KNIGHTS.

Mr. Justice SHAH MUHAMMAD SULAIMAN, LL.D., Puisne Judge, High Court of Judicature, Allahabad.

Mr. Justice LEONARD CHRISTIAN ADAMI, Puisne Judge, High Court of Judicature, Patna.

Mr. Justice NORMAN WRIGHT KEMP, Puisne Judge, High Court of Judicature, Bombay.

Mr. CHARLES STEWART FINDLAY, Judicial Commissioner, Central Provinces, India.

Mr. WILLIAM S. HOLDSWORTH, K.C., Vinerian Professor in English Law, University of Oxford.

Mr. BENJAMIN A. COHEN, K.C., Senior Referee under the Contributory Pensions Act.

Mr. MATTHEW P. FRASER, K.C., M.A., LL.B.

Mr. W. SMITH JARRATT, Comptroller General of the Patent Office.

Mr. A. J. WILLIAMS LEWIS, LL.D., J.P., Lord Provost of Aberdeen.

Mr. R. M. WELSFORD, M.A., LL.B., Solicitor, President of The Law Society.

C.B.

Mr. EVELYN J. MAUDE, Solicitor and Legal Adviser, Ministry of Health.

ORDER OF THE BRITISH EMPIRE.

C.B.E.

Mr. R. WYNNE BANKES, late Private Secretary to the Lord Chancellor and Deputy Serjeant-at-Arms, House of Lords.

Mr. J. VARNELL TILLETT, Crown Solicitor, State of New South Wales.

O.B.E.

Mr. Ernest O. Butler, Resident Magistrate, Bechuanaland Protectorate.

Mr. Alexander Robertson, Town Clerk of Douglas, Isle of Man.

M.B.E.

Mr. H. J. Godden, Chief Clerk, Master of the Court and Registrar, Basutoland.

Mr. C. J. F. Atkinson, Clerk to the Otley Urban District Council.

Mr. F. Alchin Cloke, Clerk to the Eastry Rural District Council.

IMPERIAL SERVICE ORDER.

Captain A. G. Stigand, Senior Resident Magistrate, Bechuanaland Protectorate.

Honours and Appointments.

In consequence of the death of Mr. T. B. Ponsonby, the late General Manager, the Directors of the Alliance Assurance Company, Limited, have made the following appointments: Mr. A. Levine, F.A.I., to be General Manager; Mr. Ralph F. Barnett, to be Assistant General Manager; Mr. Louis D'Elboux to be Manager, Fire Department; Mr. R. C. Simmonds, F.I.A., to be Actuary.

Mr. Sydney C. T. Littlewood, Solicitor, of the firm of Wilkinson, Howlett & Moorhouse, of 14, Bedford Street, Covent Garden, W.C.2, and Kingston-on-Thames, and Guildford, has been appointed Clerk to the Borough Justices of Kingston-on-Thames. Mr. Littlewood was admitted in 1922.

Lieutenant-Colonel G. K. M. Mason, M.P., has been elected to the board of the Guardian Assurance Company.

The Hereford City Council have selected the following candidates for interview in connection with the appointment of town clerk and clerk of peace of that borough:—

Mr. R. Anderson, Solicitor, Deputy Town Clerk and Deputy Clerk of the Peace, York.

Mr. Thos. B. Feltham, Solicitor, Deputy Town Clerk, Chester.

Mr. P. J. Hodges, B.A. (Oxon.), Solicitor, Deputy Town Clerk, Darlington.

Mr. H. Isherwood, Town Clerk, Bacup.

Mr. J. Poole, Solicitor and Parliamentary Agent to the Battersea Metropolitan Borough Council.

Mr. A. J. Reeves, Deputy Town Clerk and Prosecuting Solicitor, Great Yarmouth.

Mr. L. A. Venables, Town Clerk, Colne.

Mr. L. G. Watson, Solicitor, Deputy Town Clerk, Blackpool.

Resignations.

Mr. Arthur Shelley, Solicitor, Clerk to the Littlehampton Urban District Council and Port Sanitary Authority, has tendered his resignation after forty-eight years' service. Mr. Shelley was admitted in 1904.

Professional Announcement.

(2s. per line.)

Mr. C. G. Salinger, M.A., LL.B. (Cantab.), has acquired the practice of C. S. Cardew & Co., Port Said, Egypt, and will as from 15th June, 1929, carry on the said practice under the style of C. G. Salinger, M.A., LL.B. (late C. S. Cardew and Co.), Solicitor and Advocate. London Agents: Ellis, Bickersteth, Aglionby & Hazel; Parker, Garrett & Co.; S. G. Wood.

Professional Partnerships Dissolved.

Thomas Hulbert and Thomas William Hulbert, solicitors, 4, Broad Street-buildings, Liverpool-street, E.C.2, Forest Gate, and Goodmayes, Essex (Hulbert, Crowe & Hulbert), by mutual consent as from 1st May.

Herbert Alfred Bell and Roy Alston Wilkinson, solicitors, 7, Lord-street, Gainsborough (Bell & Wilkinson), by mutual consent as and from 1st May, so far as concerns H. A. Bell, who retires from the firm.

Walter William Green, Sebastian Hosgood, and Ernest Mellor, solicitors, 10, Newhall-street, Birmingham (Reynolds & Co.), by mutual consent as from 31st March, so far as concerns E. Mellor, on his retirement from the firm. The business will be carried on as heretofore by the remaining partners.

Wills and Bequests.

Mr. Sidney Hacker, of Penshurst, Newton Abbot, retired solicitor, for over forty years county coroner for the district, who died on 6th March, aged seventy-six, left estate of the gross value of £48,784. He left £100 to the rector and churchwardens of Welborough for the upkeep and improvement of the churchyard, and £50 to his secretary, Catherine M. Pearson.

Mr. Lancelot Loy, of Jasper-road, Upper Norwood, S.E., attorney-at-law, late of Boston, United States, left estate of the gross value of £4,072.

His Honour Judge James Aloysius Scully, of Barkston-gardens, South Kensington, S.W., who died on 5th February, aged seventy-two, left unsettled estate of the gross value of £10,953.

Mr. Edward Stephenson Barry, solicitor, of Wokingham, Berks, left estate of the gross value of £10,066.

Mr. John McKee, solicitor, of Ann-street, Belfast, and Ardmara, East Clifton-road, Bangor, Co. Down, left personal estate in Great Britain and Northern Ireland of the gross value of £17,634.

Mr. George William Ferrington, solicitor, of Fanfield, Gobowen, Salop, of Ferrington and Jackson, Oswestry, left estate of the gross value of £24,746.

Mr. James Sherwin Dickinson, Solicitor, of The Palace Hotel, Buxton, left estate of the gross value of £17,182.

Mr. Thomas Bullivant, of Madeira-road, West Byfleet solicitor to the London County Council, left estate of the gross value of £7,574.

Mr. Edward Felton, solicitor, of Eustace-street, Dublin, and of Oakley-road, Ranelagh, Dublin, left personal estate in England and the Irish Free State of the gross value of £4,396.

Sir Herbert Austin, of Inverna-gardens, Kensington, W., Clerk to the Central Criminal Court and Clerk of the Peace for the City of London and the Borough of Southwark, who died on 20th April last, left £2,430 gross, with net personalty nil.

Mr. James Crawford Ledlie, of Verney House, Kilternan, Co. Dublin, Chief Clerk of the Judicial Department of the Privy Council, 1902-9, and Deputy Clerk of the Council, 1909-21, left personal estate in England and the Irish Free State of the gross value of £10,538.

"WITHIN THE PROHIBITED DEGREE."

Restall, otherwise Love v. *Restall.*—In this case it was held by Mr. Justice Hill on the 31st ult. that a woman is prohibited by law from marrying the husband of her mother's deceased illegitimate sister.

Mrs. May Gertrude Restall, of the Bungalow, Woodland-road, Chingford, sought a decree of nullity of marriage with Mr. William Long Restall, with whom she went through a form of marriage in 1911. Mr. Restall's first wife, Ann, who died in 1910, was the illegitimate sister of the petitioner's mother. It was explained that the petitioner went through the marriage ceremony not knowing that it was prohibited by this relationship.

His lordship held that the ceremony came within the prohibited degree of the marriage laws, and granted a decree *nisi* of nullity.

MENTAL DISORDERS.

Need of Legislative Reform.

Sir F. J. Willis, who presided at the annual luncheon of the Tavistock-square Clinic for Functional Nervous Disorders held recently at the Hotel Russell, in the course of his address, said that the rate of recovery in mental cases in this country had remained practically stationary for the last thirty or forty years. There would be no substantial reduction until the urgency of early treatment was recognised. Unfortunately, except in a few cases, our lunacy laws prevented the treatment of lunacy cases until the patient had been certified by a doctor and a magistrate as having reached that stage of mental illness when the period for early treatment had passed. He hoped the time would soon come when the public conscience would demand that Parliament should pass legislation that would enable mental illnesses to be treated at an earlier stage, and that such work would not be edged about with those restrictions which resulted in the manufacture of the great army of insane persons.

Sir Philip Gibbs gave an important address on the subject—the mental havoc wrought by the rush and noise of to-day, to which we referred in an article "Urban Quietude by Law," which appeared in our issue of 13th October, 1928 (72 Sol. J. 671).

"THE RECOGNISED ORGAN OF THE LEGAL PROFESSION."

THE SOLICITORS' JOURNAL

The following extracts from letters received from Subscribers are convincing proof of the value of "The Solicitors' Journal" to the Legal Profession:

NORTHAMPTON.

"We beg to acknowledge receipt of your letter of yesterday's date enclosing an answer to the query, for which we are very much obliged."

February, 1929.

MANCHESTER.

"We are in receipt of your letter of yesterday and are greatly obliged for your replies to our queries from which we have derived great assistance."

February, 1929.

TONBRIDGE.

"I am obliged by yours of the 21st instant with the very helpful reply to my query.

"I should like to take this opportunity of thanking you for this and the other replies which I have received from you to my various queries from time to time and for the expeditious manner in which they have been dealt with. It seems to me that your system of dealing with points in practice must be of the greatest possible help to general practitioners throughout the country."

March, 1929.

LONDON, S.W.1.

"We thank you for your letter of yesterday's date and are much obliged to you for your very interesting opinion."

April, 1929.

PORTSMOUTH.

"I beg to acknowledge receipt of your letter of the 13th instant with enclosure, and thank you for your prompt and kind attention.

May, 1929.

MANCHESTER.

"We are greatly obliged by your reply and also for the prompt manner in which you have dealt with the same, and we believe that the views which you have stated will be of considerable help to us in dealing with the question which has arisen."

May, 1929.

A few Appreciations from our Advertisers.

LONDON WALL, E.C.2.

". . . I take the opportunity of telling you that I am very pleased with the display of our advertisement in your Special Number of last Saturday."

LLANDYSSUL.

". . . I thank you for the attention you have given to my requirements."

LONDON, W.C.2.

"We take this opportunity of expressing our appreciation of the very useful addition to the attractions of *The Solicitors' Journal* afforded by the Small Advertisements column."

LONDON, E.C.2.

"Kindly withdraw my advertisement under 'Offices,' with many thanks."

BEDFORD.

"We much appreciate the terms on which you insert such advertisements for Subscribers."

LONDON, W.6.

"With reference to my advertisement in your paper, I beg to inform you that I have accepted the offer which you forwarded to me. With many thanks for your courteous assistance."

SHEFFIELD.

"You may now discontinue my advertisement, as I am temporarily fixed up—thanks to your column."

THE SUMMER
SPECIAL NUMBER

WILL BE PUBLISHED ON

SATURDAY, 29th JUNE, 1929,

AND WILL CONTAIN CONTRIBUTIONS BY SOME OF THE MOST EMINENT LAWYERS OF THE DAY.

FIRST LIST OF CONTRIBUTORS:

SIR ARTHUR L. QUEKETT, K.C., LL.D.,
Parliamentary Counsel to the Government of Northern Ireland.

SIR BENJAMIN L. CHERRY, LL.B.,
One of the Conveyancing Counsel to the Court, and Editor-in-Chief of "Prideaux's Conveyancing Precedents."

MR. J. H. MORGAN, K.C.,
Professor in Constitutional Law at the London University.

MR. R. C. MAXWELL, B.A., LL.D.

MR. R. A. GLEN, M.A., LL.B.,
Editor of "Glen's Law of Public Health."

MR. A. J. FELLOWS, B.A.,
Editor of "Everyday Points in Practice."

MR. T. BOURCHIER-CHILCOTT,
Barrister-at-Law.

THE NEW COMPANY LAW.

This number will contain **the first of a series of brilliant articles** on the important changes in Company Law by

Mr. ARTHUR STIEBEL, M.A.,

Barrister-at-Law, Registrar Companies—Winding-up—Department, and Author of that well-known work "Stiebel's Company Law and Precedents."

ORDER YOUR COPIES EARLY.

Greatly Enlarged Circulation.

Enquiries for Advertising Space and Rates should be made at once to:
THE ASSISTANT EDITOR, "THE SOLICITORS' JOURNAL,"
TELEPHONE: HOLBORN 1853. 29, BREAMS BUILDINGS, E.C.4

"WHEN TRADE IS BAD—ADVERTISE."
—H.R.H. THE PRINCE OF WALES at Newcastle-on-Tyne.

"'THE SOLICITORS' JOURNAL'—THAT ADMIRABLY CONDUCTED PAPER OF THE PROFESSION."—*The Hon. Mr. Justice McCardie.*

NOTES FROM NEW YORK.

Any attempt to exclude resurgent youth from the advantages of the penitentiary, says *Truth*, is now doomed in advance to failure. Only the other day, a well-known man in Detroit left his house for a day or two. When he came back the cellar was empty. Not far from where he lived there was an unoccupied dwelling to which inadvertently the owner returned. To his surprise he discovered that his rooms were full of wines and whiskies of which he had supposed them to be wholly innocent. Supposing that bootleggers had been failing to enforce the law, he told the police, which was an honest if curious error of judgment, and the police, sometimes apt to be inquisitive, discovered that the wines and the whiskies had been removed from the cellar of one house to the parlour of another by high school boys, intent upon community service.

There arises here, surely, an important question for the Judicial Committee of the Privy Council. Is it or is it not possible to steal the illegal? For instance, if A steals my automobile and parks it on Broadway, can B claim to be a thief if he steals the automobile from A and parks it on Third Avenue? In equity, it seems to me clear that only the first of the successive larcenies should entitle a man to the benefits of a conviction. It should be first come first served, and if the First Offenders Act does not make this clear, it should be amended.

EAST BURNHAM PARK.

"East Burnham Park," Farnham Royal, Buckinghamshire, has been sold (for occupation) by Messrs. Hampton & Sons (St. James' Square) in conjunction with Messrs. Duncan B. Gray & Partners (Mount-street).

COLONIAL MUTUAL LIFE OFFICE.

The following is a copy of a cable received at the London office from principal office in Melbourne in connexion with the Society's annual report for the year 1928:—

"Successful meeting. Precisely same bonus scale as last year. Total funds eleven million one hundred and twenty-eight thousand. Total income two million six hundred and thirty-two thousand. New ordinary business six million two hundred and forty-three thousand. Same exemption premium payment members over eighty. Transfer to special contingency fund twenty thousand ordinary twenty thousand industrial."

22nd May, 1929.

COMPARISON OF CABLE FIGURES.

For the years ended 31st December, 1928 and 1927.

New Business.	Year 1928.	Year 1927.
"Ordinary" completions —Sums Assured ..	£6,243,000	£5,560,000
Bonus.		
Participating Assurances	£6% to £2 4s.%	£6% to £2 4s.%
Pure Endowments ..	£1 7s. 6d.%	£1 7s. 6d.%
Accounts.		
Funds	£11,128,000	£9,817,000
Addition to Funds during the year	£1,311,000	£749,000

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y June 10	Mr. Andrews	Mr. Blaker	Mr.*Andrews	Mr. More
Tuesday .. 11	Jolly	More	More	*Hicks Beach
Wednesday. 12	Hicks Beach	Ritchie	*Hicks Beach	*Andrews
Thursday . 13	Blaker	Andrews	Andrews	*More
Friday 14	More	Jolly	*More	Hicks Beach
Saturday .. 15	Ritchie	Hicks Beach	Hicks Beach	Andrews

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y June 10	Mr. Hicks Beach	Mr. Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 11	Andrews	*Jolly	Blaker	*Ritchie
Wednesday. 12	More	Ritchie	Jolly	*Blaker
Thursday . 13	Hicks Beach	*Blaker	Ritchie	*Jolly
Friday 14	Andrews	Jolly	Blaker	*Ritchie
Saturday .. 15	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 13th June, 1929.

	MIDDLE PRICE 5th June	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86½	4 12 6	—
Consols 2½%	54½	4 11 4	—
War Loan 5% 1929-47	101½	4 19 3	—
War Loan 4½% 1925-45	96	4 13 9	4 17 6
War Loan 4% (Tax free) 1922-42 ..	100	4 0 0	4 0 0
Funding 4% Loan 1960-1990	88	4 11 0	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	92½	4 6 6	4 8 0
Conversion 4½% Loan 1940-44.. ..	96	4 13 9	4 17 0
Conversion 3½% Loan 1961	77½	4 11 0	—
Local Loans 3% Stock 1912 or after ..	63	4 14 6	—
Bank Stock	251	4 15 7	—
India 4½% 1950-55	88	5 2 3	5 7 6
India 3½%	67	5 4 6	—
India 3%	57	5 5 3	—
Sudan 4½% 1939-73	94	4 15 6	4 16 6
Sudan 4% 1974	85	4 14 0	4 16 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	80½	3 14 6	4 6 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 19 0
Cape of Good Hope 4% 1916-36 ..	94	4 5 0	5 0 0
Cape of Good Hope 3½% 1929-49 ..	81	4 5 4	4 17 6
Commonwealth of Australia 5% 1945-75	96½	5 3 8	5 0 6
Gold Coast 4½% 1956	95	4 14 9	4 14 0
Jamaica 4½% 1941-71	94	4 15 6	4 16 6
Natal 4% 1937	92	4 7 0	5 5 0
New South Wales 4½% 1935-45 ..	90	5 0 0	5 5 0
New South Wales 5% 1945-65 ..	97	5 3 0	5 3 6
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 12 0
Queensland 5% 1940-60	97	5 3 0	5 4 0
South Africa 5% 1945-75	101	4 19 0	4 17 0
South Australia 5% 1945-75	97	5 3 1	5 1 0
Tasmania 5% 1945-75	99	5 1 0	5 1 0
Victoria 5% 1945-75	97	5 3 1	5 1 0
West Australia 5% 1945-75	99	5 1 0	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946–56	102	4 18 0	4 17 0
Cardiff 5% 1945–65	101	4 19 0	4 19 0
Croydon 3% 1940–60	70	4 5 6	4 18 6
Hull 3½% 1925–55	78	4 9 9	5 0 0
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	73	4 15 11	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 0	—
Manchester 3% on or after 1941 ..	64	4 13 9	—
Metropolitan Water Board 3% 'A' 1963–2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934–2003	64	4 13 6	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 18 6
Newcastle 3½% Irredeemable	74	4 15 0	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1946–56	102	4 18 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	80	5 0 0	—
Gt. Western Rly. 5% Rent Charge ..	98	5 1 6	—
Gt. Western Rly. 5% Preference ..	91	5 9 11	—
L. & N. E. Rly. 4% Debenture ..	76	5 5 0	—
L. & N. E. Rly. 4% 1st Guaranteed ..	71	5 12 8	—
L. & N. E. Rly 4% 1st Preference ..	65	6 3 1	—
L. Mid. & Scot. Rly. 4% Debenture ..	78½	5 1 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 0	—
L. Mid. & Scot Rly. 4% Preference ..	68	5 17 8	—
Southern Railway 4% Debenture ..	79	5 1 3	—
Southern Railway 5% Guaranteed ..	97	5 3 0	—
Southern Railway 5% Preference ..	87½	5 14 3	—

EXPERIENCED Commercial Man seeks active Directorship or would purchase share in business in London; age 41. Chartered accountant.—Apply, first instance, Hooper & Son, 41, Snow-hill, E.C.1.

ADVERTISER is under 30, a Barrister of 4½ years' standing, and good and increasing practice. He is about to be married, and desirous of more immediate advancement would consider salaried post (where profession fused) with firm requiring experienced advocate.—For further particulars apply Box 128, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG MAN, 23, good education and address, requires clerical employment, permanent or temporary. Opportunity to work more essential than question of salary. Write Box 123, c/o Solicitors' Journal, 29 Breams-buildings, E.C.4.

COSTS CLERK, thoroughly experienced and capable, desires permanent or temporary position, or will undertake preparation of costs in arrear or in heavy cases.—Smart, Wood Dene, Woodland-road, Hockley, Essex.

SOLICITOR, Commissioner for Oaths (over 20 years' experience), practising on own account, desires conveyancing clerkship.—Write Box 54, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-pay methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (32), admitted in 1920 and now practising on own account, desires post as managing clerk or assistant solicitor in an extensive and well-established conveyancing practice, preferably, but not essentially, in South Wales or Monmouthshire. Accustomed to act without supervision in conveyancing and probate matters, and also willing to assist generally. Advocacy not objected to, if required. Can arrange to be available at short notice. Able to converse in Welsh.—Write "A.B.," Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (40) LL.B., commissioner for oaths, requires post in good Conveyancing and Family Practice, preferably (but not essentially) with prospects —" N.," Box 571, Solicitors' Journal, 29, Breams-buildings E.C.4.

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references, "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (Irish), aged 36, 14 years' experience, good worker, reliable, desires employment in or near London as Managing Clerk or otherwise. Excellent references. Salary by arrangement. Apply "T," Box 549, Solicitors' Journal, 29, Breams-buildings, E.C.4.

UNADMITTED Managing Conveyancing Clerk with wide experience in conveyancing, company, probate and commercial work, seeks re-engagement. Can act entirely without supervision, and holds high-class testimonials from leading West End and City firms. Country or seaside preferred—Box 120, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, admitted 1925, thoroughly experienced in general practice in London, particularly conveyancing, some knowledge Company and commercial matters, is open to engagement with established firm in London or the Provinces. References from two well-known London firms.—Box 40, Solicitors' Journal, 29, Breams-buildings, E.C.4.

GENTLEMAN, accustomed to committee work and shorthand, with experience in reference work under the Rating and Valuation Act, will be free shortly; good worker; reasonable salary if some prospects.—Apply, in first instance, "R.," Box 55, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker. —"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (University man), desires engagement. London or Home or Southern Counties. Experienced common law, conveyancing, trusts.—Box 116, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

SOLICITOR desires post as Assistant Solicitor. Experienced in conveyancing, probate and trust matters; also in High Court, County Court and magisterial work.—Box 6, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B, 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-RANKER Officer R.A.S.C. (old Contemptible) requires employment as clerk, storekeeper, steward, caretaker or any other suitable capacity. Married, two children, excellent record and testimonials. 10592

EX-OFFICER, experienced Architect, Surveyor, civil engineer and estate agent, highly recommended, seeks post any branch as above, or would accept any other suitable appointment offered. 10717

EX-OFFICER desires post as Contractor's agent, estate manager or supervisor. Twenty-five years' experience in building, road construction (reinforced concrete and surfacing), estate management. Excellent testimonials and personal references. Thoroughly efficient, keen, energetic, temperate. Dis.267

MECHANICAL Engineer, 42, first class Board of Trade Engineers Certificate, just returned from the East, seeks position of trust, home or abroad. Experience inspection, erection or maintenance of engines, boilers and general machinery. 10699

ENGINEER, with good general experience, steam, gas, petrol engines. Factory maintenance, etc. Dis.266

INCORPORATED Accountant, 33, twelve years sound varied experience, seeks position secretary and/or accountant. Married and children. References. Disengaged, salary moderate. 10700

ARTICLED CLERKS, &c.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.

PRACTICES AND PARTNERSHIPS.

SOLICITOR (30), Public School, exceptional experience, principally conveyancing and commercial, desires to purchase partnership in or succession to established practice.—Box 134, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

PARTNER, with moderate capital, wanted, aged 30-40 (preferably public school man, and resident in or near S.E. London) in old-established conveyancing and general solicitors' practice in S.E. London and City, owing to impending partial retirement of present senior partner.—Box 86, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG SOLICITOR, 3rd Class Honours, March, 1929, articled, Provinces, general experience, desires partnership (with or without view to succession) after probationary period; market town or rural practice preferred, but not essential. Occasional advocacy no obstacle. Capital available.—Box No. 131, Solicitors' Journal, 29, Breams-buildings, E.C.4.

TO LONDON Solicitors.—A Solicitor, aged 39, of wide experience and capital at command, would like to buy share yielding £1,500 per annum net in sound London practice.—Apply, Hooper & Son, 41 Snow-hill, E.C.1.

SOLICITOR, aged 25 (Public School education) experienced, desires a junior partnership (with or without preliminary clerkship) with an old-established firm in the Midlands or South of England having a sound conveyancing and general practice; willing to invest capital. Write, Box 118, Solicitors' Journal, 29 Breams'-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

OFFICES in City to let, near Guildhall, four large well-lighted rooms on second floor, lift, quiet position, suitable for professional purposes.—Box G.18, c/o Advertisement Dept., 5, New Bridge-st., E.C.4.

SPACIOUS Offices to let in busy part of Richmond, suitable for Solicitor's branch office, etc. Apply Stanley, 13, The Quadrant.

SUITE of OFFICES.—Four Large Rooms, etc., in main road, Stamford Hill (over a bank). Rent £120 per annum inclusive. Suit Solicitors or Accountants. —Apply Dabbs, 66, Stamford Hill, N.16.

TO SOLICITORS, Accountants and others.—To be Let, 2nd floor offices, Baker-street. Walter Hall and Sons, F.S.I., F.A.I., have a fine suite of 3 light offices available in their own West End premises at 1 York-street, Baker-street, W.1. Tel. Welbeck 2206-7.

BOARD ROOM available, Piccadilly, for occasional or regular club, charity, company and other meetings. Stenographer's services optional.—Apply Box 127, Solicitors' Journal, 29, Bream's buildings, E.C.4.

SACKVILLE STREET, Piccadilly, W.1.—Quiet, well-lit, unfurnished offices of three to six rooms, with lobby and store room, immediately available. Suitable for surveyor, architect or solicitors.—Apply Box 126, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WORKS REQUIRED.

WANTED to Purchase, an equipped Engineering works in the London area. Price not to exceed £10,000, exclusive of stock.—Particulars of the works and a schedule of the main items of plant and machinery should be sent to Fuller Hall & Foulsham, 125, High Holborn, W.C.

By Direction of The Right Honourable The Earl of Balfour, K.G., P.C., O.M.

4, CARLTON GARDENS, S.W.

THE CROWN LEASE
OF THIS IMPORTANT RESIDENCE,

occupying an unrivalled position within a few yards of St. James's Park, overlooking ornamental gardens, and entirely immune from noise.

The house is of dignified proportions, and contains a fine suite of entertaining rooms, decorated in historic styles.

The accommodation is as follows:—Reception Hall, dining room, library, sitting room, drawing room, boudoir, secretary's room, 5 principal bed and dressing rooms, 9 secondary and servants' bedrooms, 2 bathrooms and the usual domestic offices.

Central Heating.

Unexpired Term of Lease Approximately 18 years.

RENT £1,200 PER ANNUM.

Also

12, CARLTON MEWS.

Spacious Garage Premises with Living Rooms over.
Unexpired Term of Lease approximately 18 years.

RENT £160 PER ANNUM.

VACANT POSSESSION ON COMPLETION OF THE PURCHASE.

To be offered for SALE by AUCTION by Messrs.

KNIGHT, FRANK & RUTLEY

in conjunction with Messrs.

WM. GROGAN & BOYD,

in the HANOVER-SQUARE ESTATE ROOM, on THURSDAY, 11th July, 1929, at 2.30 p.m. (unless previously sold privately).

Solicitors: Messrs. Nicholson, Freeland & Shepherd, 46, Queen Anne's-gate, S.W.1.

Auctioneers: Messrs. Wm. Grogan & Boyd, 10, Hamilton-place, W.1; Messrs. Knight, Frank & Rutley, 20, Hanover-square, W.1.

NOTE.—The Contents of the Residence will be offered by Auction on the premises on 15th July and following day.

TO BANKS, INSURANCE COMPANIES, AND OTHER INVESTORS.

CITY OF WESTMINSTER.

The VALUABLE SHOP and OFFICE PREMISES, known as

Nos. 32, 32a and 33, CHARING CROSS

Occupying a prominent position a few yards from Trafalgar-square, and comprising 3 shops with basements and 4 upper floors, producing a rental of

PER £3,052 ANN.

Held on lease, having about 32 years unexpired, at a ground rent of £1,200 p.a.

will be offered for SALE by PUBLIC AUCTION by

HERRING, SON & DAW

at the MART,
155, QUEEN VICTORIA-STREET, E.C.4,
on TUESDAY, 11th June
at 2.30 p.m. precisely
(unless previously disposed of privately).

Particulars and conditions of sale may be obtained from the Solicitors, Messrs. H. H. Wells & Sons, 17, Paternoster-row, E.C.4, or from the Auctioneers' Offices, 100c, Queen Victoria-street, E.C.4 (City 7068-9), 1, Broadway, Westminster, S.W.1 (Franklin 6725).

WARMINGTON & CO.

(Mayfair 3533/4.)

19, BERKELEY-STREET, PICCADILLY, W.1.

By Order of the Personal Representatives.

SOUND INVESTMENT

Arising out of the valuable
FREEHOLD BUSINESS PREMISES
known as

No. 31, DOVER STREET, W.,

Having a frontage of about 37 feet 6 inches, and having a site area of 3,675 square feet or thereabouts.

Let on a full repairing lease until Christmas, 1987, at the very moderate rental of

PER £1,900 ANNUM.

To be SOLD by AUCTION at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, LONDON, E.C.4, on TUESDAY, 9th JULY, 1929, at 2.30 p.m. precisely (unless previously sold privately).

Particulars and Conditions of Sale from the Solicitors: Messrs. Gedge, Fiske & Co., Hastings house, 10, Norfolk-street, Strand, W.C.2; or the Auctioneers: Messrs. WARMINGTON & CO., 19, Berkeley-street, Piccadilly, W.1.

H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

ABSOLUTE REVERSION on decease of life 74, to about £1,400.—Solicitors, Messrs. Lazarus & Son, 16 Hanover-square, W.1.

ABSOLUTE REVERSION on decease of life 47, to £1,125 4 per cent. Funding Loan.—Solicitors, Messrs. Emmet & Co., 14, Bloomsbury-square, W.C.1.

LIFE INTEREST of a lady aged 48 in about £256 per annum.—Solicitors, Messrs. Withers, Bensons, Currie, Williams & Co., 4, Arundel-street, Strand, W.C.

REVERSION on decease without issue of spinster aged 24, to one-third of about £7,828.

ABSOLUTE REVERSION on decease of life 75, to 1-48 of about £18,500.—Solicitor, F. W. Perkins, Esq., 139, Oxford-street, W.1. Particulars also of the Trustee, F. W. Davis, Esq., F.C.A., 28, Theobalds-road, W.C.1.

POLICIES OF ASSURANCE.

£300.—Clerical, Medical and General Life Assurance Society, life 90, premium £5 3s. Bonuses £215 6s.

£100.—Alliance Assurance Co. Ltd., life of H.R.H. Princess Beatrice. Premium £2 0s. 3d. Bonuses £90 15s.

SHARES.

M. C. FOISTER, CLAY & WARD LIMITED.
2,000 Participating Ordinary Shares of £1 each.
30,000 Deferred Shares of 1s. each.
Solicitors, Messrs. Charles Russell & Co., 37, Norfolk-street, Strand, W.C.2.

SOUTHERN TRACTION CO.—1,075 Shares of £1 each, 11s. 3d. paid.—Solicitors, Messrs. Michael Abrahams, Sons & Co., 110, Bishopsgate, E.C.2.

PROPERTIES.

No. 55, WEST CROMWELL-ROAD, W.—Lease 69 years. Ground rent £18. Vacant Possession.

WEST HAMPSTEAD.—Five Freehold and long Leasehold. Nos. 31, 37, 51, 53 and 57, Gondar-gardens. All let and producing a gross rental of £383 per annum.—Solicitors, Messrs. Eves & O'Connor, 84-86, Chancery-lane, W.C.2.

PERIODICAL SALE No. 1,157.—Reversions, Life Interest, Policies of Assurance, Shares, Property, etc., at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY NEXT, 13TH JUNE, at 2.30, in lots.

ABSOLUTE REVERSION on decease of life 48, to about £8,500. Solicitors, Messrs. Eves & O'Connor, 84-86, Chancery-lane, W.C.

PERIODICAL SALES.
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MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent)
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

STIMSON & SONS, AUCTIONEERS, SURVEYORS and ESTATE AGENTS,

25, IRONMONGER LANE, CHEAPSIDE, E.C.2, and 12, NEW KENT ROAD, S.E.1.

Telephones: CITY 6752 and RODNEY 2985. Telegrams: SERVABO, CENT., LONDON.

SALE THURSDAY, JUNE 27th at 2.30 o'clock.

FREEHOLD GROUND RENTS of £459 12s. per ann. SOME WITH EARLY REVERSIONS.

£160 per ann., secured on 25 houses, 1 to 20, 27 to 31, Thompson's-avenue, Avenue-road, Camberwell.

£130 12s. per ann., secured on 20 houses, 2 to 40 (even), Kitson-road, Addington-square, Camberwell-road. With reversion in 1958.

£45 per ann., secured upon six houses, 178, 180, 182, 184, 184A and 186A, Villiers-road, High-road, Willesden-green.

£21 per ann., secured on eight maisonettes, 120 to 126A, Wyclife-road, Lavender-hill.

£8 per ann., secured upon two houses, 116 and 118, Dalmain-road, Brockley-rise, Forest-hill.

Solicitor, Harold G. Stimson, Esq., Salisbury House, London-wall, E.C.2.

£60 per ann., secured upon 18 Houses, 53 to 87 (odd), Galley-wall-road, Southwark Park-road, Bermondsey, with reversions in 1943 and 1944.

Solicitors, Messrs. W. W. Young, Sons & Ward, 251, Lavender-hill, S.W.11.

£21 per ann., secured upon three houses, 46, 47 and 48, Granby-place, Lower Marsh, Lambeth, with reversion in 1956.

£14 per ann., secured upon two residences, 34 and 36, Varden's-road, St. John's-hill, Clapham Junction, with reversion in 1954.

Solicitor, G. T. Richards, Esq., 129, Seaborne-road, West Southbourne, Bournemouth.

Particulars can be obtained of the respective Solicitors, and of the Auctioneers:
STIMSON & SONS, 25, IRONMONGER-LANE, CHEAPSIDE, E.C.2, and 12, NEW KENT-ROAD, S.E.1.

WM. CLARKSON & PARTNERS

(WM. CLARKSON, F.S.I. E. W. TILL, F.A.I. ROLAND R. ENGLISH, F.S.I.)
Auctioneers, Surveyors, Land and Estate Agents,
2-3 PHILPOT LANE, FENCHURCH STREET, E.C.3, and
87, EAST INDIA DOCK ROAD, POPLAR, E.14.

AUCTION SALE, at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4, on WEDNESDAY, 26th JUNE, 1929, at 2.30 p.m.

BY ORDER OF EXECUTORS AND TRUSTEE,

FORTY-SIX EXCELLENT FREEHOLD AND LEASEHOLD INVESTMENTS.

FREEHOLDS.
POPLAR.—15-21 (odd), Duff-street.
" 4, Manisty-street.
" 54-55, Wells-street.
" 6-14 (consec.), Sophia-street.
" 32-34, Woolmore-street.
" 104 and 104, Brunswick-road.
" 27-29-31, Yattan-street.
" F.G.R. secured upon 33, Yattan-street.
" F.G.R. secured upon 124-126, Chrisp-street.
LIMEHOUSE.—6-7,8-9, Willow-row.
" 40-42, Grenade-street.

FREEHOLDS.
POPLAR.—353-355, East India Dock-road.
" 1, Aberfeldy-street.
" 11, Cottage-street.
" 38, Brunswick-road.
EAST HAM.—147, Byron-avenue.
" 39-41 Cleves-road.
UPTON PARK.—48-50, Marlborough-road.
LEYTON.—80-82, Crownfield-road.
HACKNEY.—70, Amhurst-road.

LEASEHOLDS.
PLAISTOW.—32-38 (even), Garfield-road.
LEYTON.—2-4, Cranbourne-road.
POPLAR.—7, Follett-street.

TOTAL RENTS PRODUCING £1,861 PER ANNUM.

TWENTY-EIGHT FREEHOLD BUILDING PLOTS ON THE NEW THUNDERSLEY ESTATE, SOUTH BENFLEET, ESSEX.

Solicitors: Messrs. Chas. G. Bradshaw & Waterson, 85, East India Dock-road, E.14, and the

VALUABLE FREEHOLD SHOP AND GARAGE PREMISES,

covering a Site Area of about 6,000 square ft., and also suitable for erection and construction of factory or warehouse

NO. 23, MARE STREET, HACKNEY, E.8.

WITH VACANT POSSESSION.

Solicitors: Messrs. C. R. Randall & Son, Copthall-buildings, E.C.2.

FULL PARTICULARS of the above properties from the Auctioneers,

WM. CLARKSON & PARTNERS, as above.

'Phones: Royal 5192 and East 6264 and 6265.

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